



MASTER MERCHANT AGREEMENT AND MERCHANT PROGRAM GUIDE

This Master Merchant Agreement and Merchant Program Guide together with all Addenda attached hereto or incorporated into this document ("Agreement") is entered into as of [Month] [Day], 20[year] ("Master Effective Date") by and between Branch Banking and Trust Company, with offices at 200 West Second Street, Winston-Salem, NC 27101, ("Bank" or "BB&T") and the Georgia Office of the State Treasurer ("OST") on behalf of State of Georgia government agencies, departments, commissions, boards, bureaus, authorities, institutions and local government entities and non-state entities, including colleges and universities under the auspices of the Board of Regents, government authorities, local governments, qualifying non-profits, and, when authorized as an exception that execute a Participation Agreement in the form attached as Exhibit 1 (each entity referred by OST and executing such Participation Agreement a "Merchant" or "Party", or collectively "Merchants" or "Parties") for the merchant processing services identified herein ("Services"). The Services are the subject to terms and conditions contained herein which serves as the Bank's final response to that RFQB Event Number OST 17/001 dated March 15, 2017. For three years, beginning on the Effective Date ("Master Initial Term") and automatically renewing one (1) year ("Master Renewal Term") with a maximum of two (2) Master Renewal Terms, the Bank is as an authorized and preferred provider of Services for Merchants. Each Merchant represents and warrants to Bank that it has been vested with the necessary power and authority to enter into this Agreement with Bank on the Participation Effective Date, as contained in the Participation Agreement between Bank and Merchant, for the term as contained in Section 5.1 of this Agreement. Each Merchant shall be responsible for its own individual performance and compliance with the terms of its Participation Agreement, including the terms of this Agreement, and OST may serve as a coordinator for the Services, but the OST shall not be a party to, any such Participation Agreement.


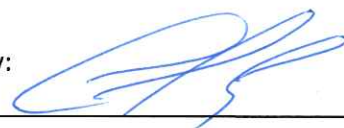
The following "Addenda" are incorporated into this Agreement (check all that apply):

<input checked="" type="checkbox"/> Exhibit 1: Participation Agreement	<input checked="" type="checkbox"/> Exhibit 2.c ACH terms and Conditions for TrustCommerce and Systems East, Inc.
<input checked="" type="checkbox"/> Exhibit 2.a: Grant Street Group, Inc. Terms and Conditions	<input checked="" type="checkbox"/> Exhibit 3: Pricing and Fees
<input checked="" type="checkbox"/> Exhibit 2.b: Systems East, Inc. Terms and Conditions	<input checked="" type="checkbox"/> Exhibit 4: Terms and Conditions

Each Party agrees that a signature sent to the other Party by electronic or facsimile transmission shall be effective to bind the Party whose signature was transmitted. Each Party warrants and represents to the other that it hereby adopts the word [SEAL] as its seal with the intent that this Agreement be signed by it under seal and treated as a sealed instrument. By signing below, each Party hereby agrees to the terms and conditions of this Agreement.

Bank will pay the OST of the State of Georgia an ongoing fee equal to \$0.005 for Net Visa/Mastercard/Discover® Network Cards Transaction Volume that Bank receives for the Services for the State of Georgia Participating Entities that also have a Participation Agreement with Bank (the "Referral Fees"). For the purposes of this MSA, for the relevant period of time, "Net Visa/MasterCard/ Discover® Network Cards Transaction Volume" is "Gross Visa/MasterCard/ Discover® Network Card Sales Transaction less returns." The Referral Fees are not included in the transaction fees, rather are fees to be added to the negotiated transaction fees and as contained and disclosed in the MSA Pricing Addendum.

Bank will calculate and pay the OST of the State of Georgia the Referral Fees on a quarterly basis within forty-five (45) days of the end of the applicable calendar quarter via an ACH deposit into the OST of the State of Georgia's designated account.

OST: Georgia Office of the State Treasurer	Bank: Branch Banking and Trust Company
By:  [SEAL]	By:  [SEAL]
Date: <u>Nov. 17, 2017</u>	Date: <u>11/17/17</u>
Name: <u>Steven N. McCoy</u>	Name: <u>LOUIS CASKEY</u>
Title: <u>State Treasurer</u>	Title: <u>VP</u>

The intent of this Agreement is to provide one set of standardized terms and conditions to be utilized for multiple relationships within the United States between Merchants and Bank. Each Addendum to this Agreement ("Addendum" and collectively, the "Addenda"), whether entered into concurrently herewith or hereafter, will contain terms, operational descriptions, specifications and associated pricing specific to those Services contemplated thereunder. Each Addendum will be subject to this Agreement unless the applicable Addendum provides that additional and/or other terms and conditions apply. Except to the extent otherwise expressly set forth in this Agreement or an Addendum, references to this Agreement shall be deemed to include each Addendum and references to each Addendum shall be deemed to include this Agreement.

Each Merchant under this Agreement shall have the rights and obligations set forth herein, and OST will not be directly liable to Bank or any other Merchant hereunder with respect to any Merchant party to this Agreement.

[End of Agreement, Exhibits attached below]

EXHIBIT 1:
PARTICIPATION AGREEMENT FOR MERCHANT PROCESSING SERVICES

This Participation Agreement for the Master Merchant Agreement and Merchant Program Guide between the Georgia Office of the State Treasurer and Branch Banking and Trust Company dated _____ (the Master Merchant Agreement and Merchant Program Guide between the Office of the Georgia State Treasurer and Bank dated _____ shall be referred to as the "MSA") and (this participation agreement shall be referred to as the "Participation Agreement") is entered into between _____ ("Merchant"), and Branch Banking and Trust Company ("Bank") as of _____ ("Participation Effective Date"). Georgia Office of the State Treasurer and Bank are collectively referred to as "Servicers".

WHEREAS, the Servicers entered into the MSA for the Services contained therein; and

WHEREAS, the terms of the MSA and any subsequent revisions, provide the terms for the Services to certain Authorized State of Georgia government agencies, departments, commissions, boards, bureaus, authorities, institutions and local government entities and non-state entities, including colleges and universities under the auspices of the Board of Regents, government authorities, local governments, qualifying non-profits, and, when authorized as an exception ("Authorized Entity"); and

WHEREAS, the Merchant desires to use the Services in the MSA under the terms of the same;

NOW THEREFORE, the parties to this Participation Agreement hereby agree as follows:

1. Merchant is an Authorized Entity, as defined above, and has received the approval of the Georgia Office of the State Treasurer to participate under the MSA.
2. Bank may provide Services to the Merchant pursuant to the terms and conditions of the MSA which are incorporated herein by reference and in accordance with the Bank's underwriting and onboarding criteria.
3. Merchant acknowledges receipt of a copy of the MSA as "Attachment A", the Pricing and Fees as "Attachment B", the Grant Street Group, Inc. Terms and Conditions as "Attachment C", the Systems East, Inc. Terms and Conditions as "Attachment D", and the ACH Terms and Conditions as "Attachment E" and Merchant agrees to be bound by the terms and conditions of each therein.
4. Merchant agrees that by executing this Participation Agreement it shall be responsible for all Merchant obligations set forth in the MSA and Addenda to the MSA, including payment of all fees and assumption of all financial obligations related to the Services.
5. Upon termination of the MSA, Merchant must negotiate a separate contract with Bank in order to continue to receive Services and it is the obligation of the Merchant for all obligations of continued provisions of Service or any merchant related services.

IN WITNESS WHEREOF, the parties hereto have executed this Participation Agreement as the date set forth above.

(Merchant Name)

Branch Banking and Trust Company

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit No. 2a

Event Number:	RFQB# OST 17/001
Event Title:	Section C - Merchant Card and Prepaid Card Services
Awarded Vendor:	Branch Banking and Trust Company
Vendor's Solution Provider:	Grant Street Group, Inc.

In accordance with the above referenced Event Number, this Exhibit No. 2a becomes a part of the Branch Banking and Trust Company ("Bank") Master Merchant Agreement and Merchant Program Guide with the Office of State Treasurer ("OST"), effective upon execution. Pursuant to Bank's Master Merchant Agreement and Merchant Program Guide, this Exhibit No. 2a provides additional detail with respect to the services of Bank's convenience fee payment processing solution provider, Grant Street Group, Inc., a Pennsylvania S corporation ("Grant Street").

Grant Street's web application for electronic payment processing, PaymentExpress, provides a means for OST, State and local entities, collectively referred to as Merchants, to accept electronic payments for transactions, including, for example, payments for taxes, motor vehicle, vessel, and mobile home registrations, titles, licenses, and other miscellaneous permits and fees. PaymentExpress services will be provided to Merchants subject to acceptable terms and conditions agreed upon by Grant Street and the Merchant, and in accordance with the fee schedule below.

Grant Street's PaymentExpress solution uses the convenience fee model in which the fees are charged to the individual or entity making an electronic payment ("Payor"). Convenience fees will be separated from Merchant funds, and will never be deposited into the Merchant's account. The Merchant will not incur any cost for the service, except as otherwise agreed to by the parties, and will also be provided free payment terminals (if the entity processes sufficient payment volume per device, as explained below). There will be no cost to Merchants for chargebacks, or any other kind of fee or cost. Merchants will also have complete control over debits to their account (including for chargebacks).

PaymentExpress is a full-featured, zero cost solution, which includes the following:

- Free EMV chip card payment terminals, supporting PIN Debit, Point-to-Point Encryption (P2PE) and contactless (one free payment terminal for every \$100,000 annual volume of in-person payments processed)
- Free software
- Free chargeback management
- Free training
- Free software upgrades
- Free reporting

- Free signage for point of sale locations, indicating card brands accepted and convenience fee rates
- Free integration with standard PaymentExpress interfaces
- Free bilingual IVR implementation if IVR takes greater than \$1,000,000 annual volume in card payments, otherwise \$225 per development hour
- No fees per chargeback event
- No charge for returned e-checks
- No monthly invoice fee, data file transfer fee, or any other kind of itemized fee

Card Payment Convenience Fees

- 2.5% (\$1.95 minimum fee) for MasterCard, VISA, American Express, Discover, and Signature Debit

Discounted card pricing is based on historic or expected Merchant volume (expected Merchant volume is determined by Grant Street at its discretion):

Annual Merchant Card Volume Processed by Grant Street:*	Convenience Fee Rate:
\$0 - \$15,000,000	2.50% (\$1.95 minimum fee)
\$15,000,000.01 - \$30,000,000	2.45% (\$1.95 minimum fee)
\$30,000,000.01 - \$50,000,000	2.40% (\$1.95 minimum fee)
\$50,000,000+	2.35% (\$1.95 minimum fee)

*discounted pricing will not apply to Merchants where business payments (business payments include, but are not limited to: business taxes, community development, environmental management, and other types of business tax and permit payments) are the primary payment type.

Flat rate PIN debit fee for in-person transactions

Average PIN Debit Payment Amount	PIN Debit Convenience Fee
\$0.00 - \$499.99	\$1.95
\$500.00 - \$999.99	\$2.95
>\$1,000.00	\$3.95

In the event some Merchantss are not able to offer a percentage based convenience fee due to Payment Network rules, or the Merchant may prefer a flat rate convenience fee, we offer flat rate convenience fees as follows (based on overall average card payment, and applied to all payments in that payment channel, for example, web):

Average Tender Type Payment Amount	Card Convenience Fee	E-check Convenience Fee**
\$0.00 - \$79.99	\$1.95	\$0.95
\$80.00 - \$99.99	\$2.25	\$0.95
\$100.00 - \$119.99	\$2.75	\$0.95
\$120.00 - \$139.99	\$3.25	\$0.95
\$140.00 - \$159.99	\$3.75	\$0.95
\$160.00 - \$179.99	\$4.25	\$0.95
\$180.00 - \$199.99	\$4.75	\$0.95
\$200.00 - \$219.99	\$5.25	\$0.95
\$220.00 - \$239.99	\$5.75	\$0.95
\$240.00 - \$259.99	\$6.25	\$0.95
\$260.00 - \$279.99	\$6.75	\$0.95
\$280.00 - \$299.99	\$7.25	\$0.95
Above \$300	2.5%	\$0.95

** see 'Discounted e-check pricing based on volume' below. Based on annual Merchant e-check transaction volume, the e-check fee can be lower than stated above.

E-check Payment Fee

• \$0.95 convenience fee to Payor

Discounted e-check pricing is based on historic or expected Merchant volume (expected Merchant volume is determined by Grant Street at its discretion):

Annual Merchant E-check Transaction Volume Processed by Grant Street:	E-check Convenience Fee Rate:
0 - 100,000	\$0.95
100,001 - 200,000	\$0.75
> 200,000	\$0.50
If annual Merchant card volume processed by Grant Street is \$50,000,000+	No charge - Grant Street will pass a fully formatted NACHA file to the State's banking services provider.

Cash Payments

Cash payment (through PayNearMe) is a payment service that can be integrated with PaymentExpress. This allows cash payments to be accepted at locations such as CVS, 7-Eleven, and Family Dollar. There will be no fee to the Merchant for utilizing this service. A convenience fee, agreed upon by the parties, would be paid by the Payor for this service.

Other Costs

This is a zero cost solution for the majority of Merchants, with the following possible exceptions:

1. Equipment

Free EMV chip card payment terminals, supporting PIN Debit, Point-to-Point Encryption (P2PE) and contactless (one free payment terminal for every \$100,000 annual volume of in-person payments processed). These devices will be owned and maintained by the Merchants, which will be responsible for obsolescence or replacement after initial installation.

2. Development Fees

Grant Street's e-payment service's Standard Integration (see below for definition) is highly flexible, and will be implemented for the Merchant at zero cost. In the unlikely event a service, feature, or API change is required, Custom Development (see below for definition) will be charged at \$225 per hour. This Custom Development fee may be waived, dependent on the Merchant's payment volume, or other circumstances (see the Customized Development section below). Grant Street will work with the Merchant to find a suitable option using its existing API and feature-set before undertaking this work.

Standard Integration

A merchant that elects to use PaymentExpress will have the following 'Standard Integration' provided at no-charge at setup:

- Creation of Merchant IDs
- Merchant setup in the PaymentExpress application, including: locations, channels, tenders, payment items, and all other basic settings
- A business analyst or similar contact for Merchant and Merchant third-party software vendors to contact regarding questions and issues
- Merchant training
- Creation of a PaymentExpress web site using Merchant colors and logo. This can be a PaymentExpress site where payers choose accounts to pay, and then make their payment entirely on the PaymentExpress site, or a "re-direct" site, where the Merchant's site is used for account lookup and selection, then the payer is automatically re-directed to PaymentExpress pages for card/e-check payment.
 - If API interaction is needed, then Merchant or Merchant's third-party software provider will code to Payment Express' API. PaymentExpress coding to Merchant or Merchant's third-party software provider falls under 'Customized Development'.
- Import of an account lookup file in a standardized CSV, pipe-delimited or fixed-width format.
- Support for standardized remittance files (a file indicating that a payment has been made) in CSV, pipe-delimited, or fixed-width formats.
- Testing of Merchant's PaymentExpress setup (in-person, web, and IVR)
- IVR services supporting account lookup and payment (see IVR volume requirement)
- PaymentExpress supported hardware will be configured and shipped to Merchant (see equipment volume requirement). Currently, PaymentExpress supported hardware is the iPP320, iPP350, and the iSC250 (PAX S300 may be supported in the future).

After setup, the merchant will receive ongoing access to the PaymentExpress system, reporting, and all other standard operational services, provided at no charge.

Customized Development

Customized Development is anything Grant Street determines to be outside of 'Standard Integration' (see above). If Customized Development is needed by the Merchant, then the following rates will apply, based on historic or expected Merchant volume (expected Merchant volume is determined by Grant Street at its discretion, if no historical volume is available):

Annual Merchant Card Volume Processed by Grant Street:*	Custom Development Cost (see 'Standard Integration' above)**
\$0 - \$5,000,000 OR 0-50,000 transactions	\$225 per hour
\$5,000,000.01 - \$10,000,000 OR 50,000-100,000 transactions	10 hours at no charge,

	then \$225 per hour
\$10,000,000.01 - \$15,000,000 OR 100,000-150,000 transactions	25 hours at no charge, then \$225 per hour
\$15,000,000.01 - \$30,000,000 OR 150,000-300,000 transactions	50 hours at no charge, then \$225 per hour
\$30,000,000.01 - \$50,000,000 OR 300,000-500,000 transactions	75 hours at no charge, then \$225 per hour
\$50,000,000 + OR 500,000 + transactions	150 hours at no charge, then \$225 per hour

***Grant Street may increase the hours of Customized Development provided at no charge to the Merchant at its sole discretion.

3. **IVR (Interactive Voice Response)**

Free bilingual IVR implementation if IVR takes greater than \$1,000,000 annual volume in card payments.

PaymentExpress Designated Contact

Grant Street's PaymentExpress Product Manager, Phil Runyard, will be the primary point of contact for Merchants that use PaymentExpress.

- **Phone:** (412) 391-5555
- **Email:** phil.runyard@grantstreet.com

Exhibit No. 2.b

Event Number:	RFQB# OST 17/001
Event Title:	Section C - Merchant Card and Prepaid Card Services
Awarded Vendor:	Branch Banking and Trust Company
Vendor's Solution Provider:	Systems East, Inc.

- Xpress-pay.com Enrollment Agreement



Systems East, Inc.
Enrollment Agreement

THIS SECTION INTENTIONALLY BLANK



The Universal Collection Solution from Systems East, Inc.

Enrollment Agreement



SYSTEMS EAST, INC.

INNOVATIONS IN FINANCE AND COLLECTIONS

Enrollment Agreement

Thank you for enrolling with Xpress-Pay.com, the Universal ePayment Solution from Systems East, Inc. Your enrollment allows you to collect any type of payment or donation, by Internet, mobile device, or touchtone telephone, twenty-four hours a day. We will provide and maintain the web site and financial transaction interface; you are responsible for any information which is hosted by the site and under your jurisdiction. Initial training and continuing support are included with your enrollment.

To inform customers/patrons of your participation, you agree to include a link on your web site and provide a notice on bills. To facilitate ePayments, a merchant account is required. Visitors may be charged a site fee in accordance with the chart set forth on page two. The complete terms of services and policies may be viewed at www.xpress-pay.com/admin/pdfs/enrollment_policies.pdf.

Merchant legal name		
Merchant DBA name	(optional)	
Contact name & telephone (for account setup)	Name	Telephone
Contact email		
Billing contact	Name	Email address
Physical address		
Systems East representative		
ISO/ISV	Company	Representative
ISO/ISV referral target ①	Email	Telephone (optional)

Processing structure

Payment channels	<input type="checkbox"/> Web/Mobile	<input type="checkbox"/> Touchtone (IVR) Payments
Payment types	<input type="checkbox"/> Credit/debit cards	<input type="checkbox"/> eChecks
Site fee structure	<input type="checkbox"/> Paid by merchant② <input type="checkbox"/> Pass-thru, single③ <input type="checkbox"/> Pass-thru, separate④	
Interface type	<input type="checkbox"/> Standard <input type="checkbox"/> Secure Payment Portal	
For Secure Payment Portal, software provider technical contact name and telephone		
Description of payments or bills to be collected		
Special instructions		

Xpress-pay.com Schedule of Fees

Enrollment and annual renewal	Enrollment \$99.00	Annual renewal \$
Recurring payments	<input type="checkbox"/> Yes (add \$100)	
Posted bills (EBPP)	<input type="checkbox"/> Yes (add \$100)	
Touchtone telephone payments (IVR)	If selected on prior page, \$150 plus \$1.00 per transaction	
Monthly account maintenance fee	\$10.00	
Swipe readers	Number of units @ \$100 each:	

Credit/debit card fees	<input type="checkbox"/> Pass-thru of site fee	<input type="checkbox"/> All fees paid by merchant
Transaction fees borne by merchant	All provider fees less pass-thru fees below	All
Transaction fees borne by visitor	As specified below	None
Pass-thru rates*	_____ % plus \$ _____	Determined by provider, paid by merchant
Xpress-pay site fee per transaction	_____ % plus \$ _____	_____ % plus \$ _____
Total paid by visitor (sum of the above two lines)	0.00 % plus \$ 0.00	0% + \$0.00

eCheck fees		
Pass-thru* transaction fee	_____ % plus \$ _____	Determined by provider, paid by merchant
Pass-thru* account verification fee	_____ % plus \$ _____	Determined by provider, paid by merchant
Xpress-pay site fee per transaction	_____ % plus \$ _____	_____ % plus \$ _____
Total per transaction fee paid by visitor (sum of the above three lines)	0.00 % plus \$ 0.00	0% + \$0.00

* Routing of all pass-thru fees is determined by the selection in the *Site fee structure* on page one and as defined below in items 2-4. Note that a) the sum of the pass-thru plus Xpress-pay percentage is limited to 3%, and b) we do not permit pass-thru of site fees on donations.

- ① For our resellers and partners: The Xpress-pay on-screen receipt contains hyperlinks allowing interested parties to contact us for more information. Complete this section to alternatively redirect these referrals to you.
- ② Payments do not include a site fee. All proceeds are deposited in the merchant's bank account. The merchant's bank account will be debited for all accrued Xpress-pay fees.
- ③ Each payment includes a site fee and is processed as a single transaction. All proceeds are deposited in the merchant's bank account. The merchant's bank account will be debited for all accrued Xpress-pay fees.
- ④ Each payment includes a site fee, which is charged as a separate, secondary transaction. Payment proceeds and site fees are deposited in separate bank accounts. An additional merchant account is required, unless the site fees are to be received, managed, and remitted to Systems East by a third party through prior arrangement with Systems East. In either case, Systems East will debit the site fee bank account for all accrued Xpress-pay fees. This option is not available with all merchant providers.

Xpress-pay.com Enrollment Agreement

Additional terms and conditions:

- Public awareness is an imperative in the success of this eCommerce endeavor. As a component of your acceptance, you agree to notify your customers of their ability to pay (or donate as applicable) through Xpress-pay. This could include a prominent message such as a "Pay bills online" link including the Xpress-Pay.com logo (as above and in perspective) on the home page of your web site, and a notification and URL such as "Pay online at www.xpress-pay.com" on printed or emailed bills. For mobile payments, this would include a hyperlink or QR code on your web site, mailed and emailed bills, or other media.
- If the option to accept mobile or telephone payments is not selected at the time of execution hereof, you may add the option at any later date through a written or emailed notification for the cost set forth herein.
- Accrued Xpress-pay fees will be debited from the bank account specified below within ten days of the close of each month. To continually facilitate same, you authorize a) the merchant provider(s) to share with Systems East information regarding bank account changes that may affect our ability to place debits, including replacement bank account information, and b) the authority to debit the replacement account.
- To facilitate Xpress-pay debit transactions for accrued fees, the following banking information is required:

Direct Debit Account Information ■ Attach copy of bank deposit slip or voided check	
Name on account	
Address, city/state/zip	
Bank name	
Bank address	
Account type	<input type="checkbox"/> Checking <input type="checkbox"/> Savings
Routing & account number	Nine-digit routing#: _____ Account # _____

Acceptance

Approval and acceptance	Merchant
Signature	
Printed name	
Title	
Date	

Exhibit 2.c

Event Number:	RFQB# OST 17/001
Event Title:	Section C - Merchant Card and Prepaid Card Services
Awarded Vendor:	Branch Banking and Trust Company
Vendor's Solution Provider:	Branch Banking and Trust Company ACH for TrustCommerce and Systems East, Inc.

ACH SERVICE ATTACHMENT

THIS ACH Service Attachment ("Attachment") supplements the Master Merchant Agreement and Merchant Program Guide ("Master Agreement"), the terms of which are hereby incorporated by reference

1. Service

Subject to the terms and conditions contained in the Master Agreement, the Commercial Bank Services Agreement, applicable for any deposit accounts opened at the Bank ("CBSA"), Bank may furnish Merchant with ACH Services ("Services") in accordance with the terms herein and the Bank's underwriting standards for the Services. Merchant agrees to pay for all said Services in accordance with this Master Agreement and the Pricing and Fees attached as Exhibit E thereto. Initiation by Merchant of the Services constitutes acceptance of the terms and conditions of this ACH Service Attachment and the CBSA.

2. Merchant's Duties. Merchant shall:

- a) Perform and observe all conditions, covenants and restrictions as set forth in this Attachment, and if required by Bank, maintain, at a minimum, a Deposit Account at Bank subject to the CBSA.
- b) Warrant that Merchant is fully authorized to effect transaction concerning any account, whether or not in Merchant's name, that at Merchant's request is the subject of, or is affected by, any Service.
- c) Carefully examine any statement, notification or confirmation of a transaction and notify the Bank within 30 days of the statement date of any errors, discrepancies or fraudulent transactions. Merchant agrees that the Bank will not be liable for any erroneous, unauthorized or fraudulent transaction resulting from the Merchant's failure to safeguard any security or access device used in connection with any Services or its failure to reasonably supervise its employees or agents entrusted with the security or access device. Merchant agrees to conduct a detailed background check of all employees or agents having authority to implement any cash management transaction and to periodically check such others' work. The Merchant further agrees that the Bank will not be liable for any erroneous, fraudulent or unauthorized transaction which was not otherwise caused by the Bank's gross negligence or willful misconduct.

3. Bank's Duties. Bank shall:

- a) Instruct Merchant and its personnel in the proper use and operation of the Services furnished herewith.
- b) Exercise ordinary care in the performance of Bank's obligations under this Agreement and any Attachment, including the maintenance of the confidentiality of Merchant's account and of any identification device, symbol, or code utilized by Merchant in obtaining a Service.
- c) Not be responsible for any liability, loss or damage resulting from any delay in its performance of, or from any failure to perform, its responsibilities under this Agreement or any Attachment, or for any error in transmission which: (i) was not caused by the Bank's gross negligence or willful misconduct; (ii) results

from any malfunction, including data related processing, that may occur in Merchant's computer software or computer system; or (iii) from an act of God; a natural catastrophe or event, whether or not abetted or aggravated by human or unnatural agencies; the unavailability, interruption, or malfunction of communications facilities or utilities; acts of, delays, or failures to act by other banks or Banks, intermediaries or their personnel; and criminal acts by persons other than Bank personnel; or any other circumstances beyond the Bank's control.

- d) Consistent with any security procedures agreed upon between Bank and Merchant, confirm the identity of any person executing a transaction pursuant to this Agreement or any Attachment. The Bank, otherwise, may rely upon any written or verbal instruction by any person if the bank reasonably believes such authority is genuine and shall not be liable or responsible for any action taken or not taken in accordance thereof.
- e) In the event of Merchant's failure to perform or observe any of the conditions, covenants, and restrictions herein set forth, or if in the good faith opinion of Bank the Merchant is involved in illegal or unethical business practices or is financially unstable and/or the prospect of payment or performance has been impaired, then in addition to any other available remedies, Bank may terminate this Agreement or any Service immediately by giving written notice to Merchant.

4. Miscellaneous.

Bank may hereafter provide to Merchant in writing; (ii) to Merchant when mailed, postage prepaid, or delivered to Merchant's current address, as shown on Bank's records.

- b) All information, whether printed, written or oral, furnished by either party shall be held in confidence and used only for the purpose of furnishing or utilizing Services rendered herewith and in compliance with the CBSA.
- d) The invalidity of any provision of this Agreement, either in its entirety or in any particular circumstance, shall not impair the validity of the remaining provisions or the validity of such provision in any other circumstance. The laws of the State of Georgia shall govern and determine all matters arising out of or in conjunction with this Agreement without regard to the choice of law provisions of Georgia law. In the event any proceeding of quasi-judicial or judicial nature is commenced in connection with this Agreement, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which shall be available to Merchant and the State of Georgia.
- e) Client hereby waives any right to a jury trial.

5. ACH Services. ACH services furnished by Bank to the Merchant, and is furnished to and executed by Merchant in connection with Merchant's Request for Service, the terms of which are hereby incorporated by reference. In consideration of the furnishing of ACH services by Bank to Merchant, Merchant agrees to comply with and be bound by the terms hereof. Unless otherwise defined herein, capitalized terms shall have the meanings provided in the NACHA (National Automated Clearing House Association) Rules. The Merchant is required to understand and comply with the NACHA Rules. Copies of the ACH Rules book may be obtained through NACHA.org or EastPay.org, a regional ACH payment association, of which BB&T is a member. The term "Entries" shall have the meaning provided in the Rules and shall also mean the data received from Merchant hereunder from which Bank prepares Entries.

GENERAL PROVISIONS APPLICABLE TO ALL ENTRIES

- A. Compliance with Attachment and Applicable Law. Merchant agrees to initiate credit and debit Entries pursuant to and in accordance with the terms of this Agreement, and to comply and be bound at all time with the laws of the states where Merchant does business, the laws of the United States of America, including but not limited to promulgations of the Office of Foreign Asset Control ("OFAC"), and the rules of the National Automated Clearing House Association (the "Rules").
- B. Merchant agrees that Financial Institution is authorized to originate ACH Credit and/or Debit Entries on Merchant's behalf.
- C. Transmittal and Monitoring of Entries By Merchant. Merchant shall transmit Credit and/or Debit Entries to Bank in the agreed upon medium and format and will use the highest level of security inherent in the system, including all password controls. In order to facilitate compliance with this Agreement and the Rules, Merchant agrees to regularly monitor its return ratio for transmitted Entries. The total dollar amount of Entries transmitted by Merchant to Bank across multiple Settlement days shall not exceed the identified exposures as set forth within the Request for Service - ACH Risk Management Worksheet. The types of Entries transmitted by Merchant to Bank shall be limited to the types of Standard Entry Class (SEC) as indicated on the Request for Service.
- D. Security Procedures. The Merchant agrees that the authenticity of an Entry will be verified as being that of the Merchant using one of the following applicable security procedures:
- i. Electronic Entries Security Procedure. For any Entries initiated by the Merchant by the use of a personal computer, terminal or a touch-tone telephone in connection with ACH Services provided by Bank, Merchant will be requested to adhere to the specific Security Guidelines as provided with each ACH product. Merchant acknowledges that prior to sending any Electronic Entries using any such Service, Merchant is required to complete and deliver to Bank a Request for Service form. If applicable, Bank will provide the Merchant with a satellite copy of software and documentation (the "Software" and "Material") to be used by the Merchant to generate ACH Entries. Merchant agrees that the Software and Material is the property of and considered confidential and proprietary to the interests of Bank, that Bank is entitled to all legal and equitable remedies to protect its interests, and that Merchant shall make no claims of any interest or ownership in the Material or Software. Merchant agrees that the Software and Material will be maintained as confidential for the sole benefit of Bank, and Merchant will not allow the Material or Software to be disclosed, reproduced, copied or otherwise described or used in any way and agrees to warrant such upon the return of the Software and Material to Bank.
 - ii. Proper Equipment / Maintenance. Merchant shall obtain and maintain in good working order, at Merchant's expense, the appropriate communication software and equipment for establishing connection to the ACH Service. Such software and equipment shall conform to the standards established by the Bank and published in the Material. Bank shall not be liable for the failure to perform any services due to improper equipment or failure of equipment, such as telephone lines, modems, communication software, or personal computers maintained by or on behalf of the Merchant.
 - iii. Direct Send / Main Frame Transmission. Bank shall provide Merchant with instructions for accessing the ACH Service and initiating Entries, and with any necessary security user identification. Merchant agrees to use the security procedure when delivering Entries or Reversal/Deletion requests to Bank. The purpose of the security procedure is to verify authenticity of Entries and Reversal/Deletion Requests delivered to Bank in Merchant's name and not to detect errors in the transmission or content of Entries. The NACHA Rules govern if they conflict with Bank's User Instructions or Documentation. Bank may, at its option, verify transmission by contacting designated authorized Merchant representatives, and Bank may elect

not to act on a transmission for Merchant's protection, if Bank is unable to obtain proper verification satisfactory to Bank.

- iv. Employee Security / Authorized Representatives. Merchant has identified and designated select employees as operators of the ACH Service ("Authorized Representatives"), and has authorized Bank to provide such Authorized Representatives with access to the instructions and Codes for the purpose of originating ACH credits and/or debits to designated accounts. Merchant shall be solely responsible for the security of the instructions and Codes and for limiting access thereto, to Authorized Representatives. Merchant takes all risks of accidental disclosure or inadvertent use of passwords by any users whatsoever, whether such disclosure or use is caused by Merchant negligence or otherwise. Merchant will be responsible for all communications received by Bank which are identified by a proper transmission password, whether or not such requests were properly authorized or made by Merchant, its agents, representatives, employees or officers, so long as such communications are identified by a correct transmission password. Bank's records and logging system shall be conclusive for transfers and shall be, absent manifest error, binding upon Merchant.

E. Processing, Transmittal and Settlement By Bank.

- i. Except as provided in Sections 5 and 6, Bank shall (i) process properly formatted Entries received from Merchant which conform with the file specifications set forth in the Rules, (ii) transmit such Entries as an Originating Depository Bank to an ACH Operator chosen by Bank (the "ACH Operator"), and (iii) settle for such Entries as provided in the Rules.
 - ii. The Merchant shall deliver the Entry and origination of each transaction to the Bank's Automated Clearing House (ACH) Services Section at the location specified by Bank, not later than the applicable processing deadlines specified by Bank in its ACH User Documentation. The "Settlement Date" with respect to an Entry shall be the day when such Entry is posted to the account of the Bank by the Federal Reserve Bank in accordance with the Rules. Entries will be deemed received by the Bank when the complete file is received by the Bank.
 - iii. If any of the requirements of clause (b) of Section 4 are not met, Bank shall use reasonable efforts to transmit such Entries to the ACH Operator by the next deposit deadline on which the ACH Operator is open for business.
- F. On-Us Entries. Except as provided in Section 6, in the case of an Entry received for credit to an account maintained with Bank (an "On-us Entry"), Bank shall credit the Receiver's account in the amount of such Entry on the Effective Entry Date contained in such Entry, provided that the Entry is received timely in accordance with section 4(b). If the Entry is not received timely, Bank shall use reasonable efforts to credit the Receiver's account on the next business day following such Effective Entry Date contained in such Entry.
- G. Rejection and Return of Entries. Bank may reject any Entry which does not comply with the requirements of Section 2 or 3. Bank shall have the right to reject an On-us Entry for any reason for which an Entry may be returned under the Rules. Bank shall have the right to reject any Entry if Merchant has failed to comply with its account balance obligations under Sections 8 and 9 herein. Bank shall promptly notify the Merchant of such rejection or of the receipt of a returned Entry from the ACH Operator, and may furnish such notice electronically, orally by telephone, facsimile transmission, first class mail or private delivery service. Bank shall have no liability to Merchant by reason of the rejection of any such Entry. If Entries are returned or rejected, Merchant shall remake such Entries. The Bank shall remake such Entries if rejection or return is due to mishandling by Bank and sufficient data is available to Bank to permit it to remake such Entries.

- H. Cancellations or Amendment By Merchant. Merchant shall have no right to demand the cancellation or amendment of any Entry after its receipt by Bank. However, Bank shall use reasonable efforts to act on a request by Merchant for cancellation or amendment of an Entry prior to transmitting it to the ACH Operator, or in the case of an On-us Entry, prior to crediting a Receiver's account.
- I. Payment/Settlement. Merchant shall pay Bank the amount of each Entry transmitted by Bank pursuant to this Agreement on the Settlement Date. If ACH Prefunding Service is used, Merchant agrees to pay Bank in available funds the amount of each Entry at the time the Entries are transmitted to Bank. Merchant's failure to maintain available funds sufficient to cover Entries may result in additional fees and the Entries may be delayed until Account is funded.
- J. The Account. Bank may, without prior notice or demand, obtain payment of any amount due and payable to it under the Agreement by debiting the primary ACH account(s) identified by Merchant held at Bank (the "Account"), and shall credit the Account for any amount received by Bank by reason of the return of an Entry transmitted by Bank for which Bank has previously received payment from Merchant. Bank shall make such credit as of the day of such receipt. Merchant shall at all times maintain a balance of immediately available funds in the Account to cover Merchant's obligations under this Agreement. In the event there are not sufficient available funds in the Account to cover Merchant's obligations under this Agreement, Merchant agrees that Bank may debit any account maintained by Merchant with Bank or any affiliate of Bank or that Bank may set off against any amount it owes to Merchant, in order to obtain payment of Merchant's obligations under the Agreement.
- K. Account Reconciliation. Entries transmitted by Bank or credited to a Receiver's account maintained with Bank will be reflected on Merchant's periodic statement. Merchant agrees to notify Bank promptly of any discrepancy between Merchant's records and the information shown on any such periodic statement in accordance with the provisions of Bank's Commercial Bank Services Agreement ("CBSA"), the terms of which are hereby incorporated by reference.
- L. Merchant Representations And Agreements; Indemnity. Merchant agrees that (a) each person shown as the Receiver on an Entry received by Bank from Merchant has authorized the initiation of such Entry and the Crediting and or Debiting of its account in the amount and on the designated effective date., (b) such authorization is operative at the time of transmittal or crediting/debiting by Bank as provided herein, (c) Entries transmitted to Bank by Merchant are limited to those types of Credit/Debit Entries set forth in Section 2, (d) Merchant shall perform its obligations under this Agreement in accordance with all applicable laws and regulations, and (e) Merchant shall be bound by and comply with the Rules as in effect from time to time, including without limitation the provision thereof making payment of an Entry by the Receiving Depository Bank to the Receiver provisional until receipt by the Receiving Depository Bank of final settlement for such Entry; and specifically acknowledges that if such settlement is not received, the Receiving Depository Bank shall be entitled to a refund from the Receiver of the amount credited and Merchant shall not be deemed to have been paid the Receiver, and (f) IAT transactions in accordance with Section 32., 33., and 34., accurate and proper format and classification, originator's name and receiver' name. Merchant shall indemnify Bank against any loss, liability, fines or expense (including attorneys' fees and expenses) resulting from any breach of any of the foregoing agreements.
- M. Liability; Limitations On Liability; Indemnity.
 - i. Bank shall be responsible only for performing the services expressly provided for in this Agreement, and shall be liable only for its gross negligence in performing those services. Bank shall not be responsible for Merchant's acts or omissions (including without limitation the amount, accuracy, timeliness of transmittal or due authorization of any Entry received from Merchant) or those of any other person, including without limitation any Federal Reserve Bank or transmission or communications facility, any Receiver or

Receiving Depository Bank (including without limitation the return of an Entry by such Receiver or Receiving Depository Banks, and no such person shall be deemed Bank's agent. Merchant agrees to indemnify Bank against any loss, liability or expense (including attorneys' fees and expenses) resulting from any claim of any person that Bank is responsible for, any act of omission of Merchant or any other person described in this Section 12(a).

- ii. In no event shall Bank be liable for any consequential, special punitive or indirect loss or damage which Merchant may incur or suffer in connection with Agreement, including losses or damage from subsequent wrongful dishonor resulting from Bank's acts or omissions pursuant to this Agreement.
- iii. Bank shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission, or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond Bank's control. In addition, Bank shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in Bank's violating any provision of any risk control program of the Bank (including but not limited to Merchant's ACH Exposure limit), or any rule or regulation of the Federal Reserve or any other U.S. governmental regulatory authority.
- iv. Bank's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Bank for the period involved. At Bank's option, payment of such interest may be made by crediting the Account resulting from any claim of any person that Bank is responsible for any act or omission of Merchant or any other person described in Section 12(a).
- v. Merchant agrees to bear all liability for fines imposed on Bank by any entity or association, including NACHA's National System of Fines, which are assessed due to failure of Merchant to comply with the terms of this Agreement, the Rules, or any statutory or regulatory enactment. Merchant agrees that Bank may collect such fines from Merchant in accordance with the terms of Section 16.

N. Compliance With Security Procedure.

- i. If an Entry (or a request for cancellation or amendment/reversal of an Entry) received by Bank purports to have been transmitted or authorized by Merchant, it will be deemed effective as Merchant's Entry and Merchant shall be obligated to pay Bank the amount of such Entry even though the Entry was not authorized by Merchant, provided Bank acted in compliance with the security procedures.
 - (b) If an Entry received by Financial Institution was transmitted or authorized by Merchant, Merchant shall be obligated to pay the amount of the Entry as provided herein, whether or not Bank complied with the security procedure referenced to in Section 3 and whether or not that Entry was erroneous in any respect or that error would have been detected if Bank had complied with such procedure.
- O. Inconsistency Of Name and Account Number. Merchant acknowledges and agrees that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted to the Receiving Depository Bank might be made by the Receiving Depository Bank (or by Bank in the case of an On-us Entry) on the basis of the account number even if it identifies a person different from the named Receiver, and that Merchant's obligation to pay the amount of the Entry to the Bank is not excused in such circumstances.
- P. Notification of Changes. Bank shall promptly notify Merchant of all notifications of changes received by Bank related to Entries transmitted by Merchant, and may furnish such notification electronically, orally by telephone, facsimile transmission, first class mail or private delivery service. Merchant is required by the

Rules to correct any Entry information required by the received notification of change prior to the initiation/origination of the next such Entry.

- i. Bank shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by an Authorized Representative, and any such communication shall be deemed to have been signed by such person. Merchant may add or delete any Authorized Representative by written notice to Bank signed by at least one Authorized Representative other than that being added or deleted. Such notice shall be effective after Bank has a reasonable opportunity to act thereon.
- Q. Data Retention. Merchant shall retain data on file adequate to permit remaking of Entries for three days following the date of their transmittal Settlement Date to Bank as provided here, and shall provide such Data to Bank upon its request. Merchant shall retain the original or a copy of each ACH transaction authorization for two years after the Settlement Date, to include any other actions, such as termination or revocation of authorization. Bank shall have the right to review any authorization at any time, and Merchant shall provide such authorization to Bank within 3 business days of Bank's request.
- R. Termination.
- i. Bank may immediately terminate this Agreement without advance notice if it reasonably believes that (1) Merchant has failed to comply with any provision of this ACH Service Agreement, the Rules, or any statutory or regulatory enactment, (2) Merchant's financial condition has substantially deteriorated, or (3) continuation of this Agreement will expose Financial Institution to undue risk of loss.
 - ii. Any termination of this Agreement shall not affect any of the parties' obligations arising with respect to Entries settled prior to such termination.
- S. Miscellaneous. All electronic media, Entries, security procedures and related records used by Bank for transactions contemplated by this Agreement shall be and remain Bank's property. Bank may, at its sole discretion, make available such information upon Merchant's request. Any expenses incurred by Bank in making such information available to Merchant shall be paid by Merchant. In the event of any damages for which Bank or Merchant may be liable to each other or to a third party pursuant to the services provided under this Agreement, Bank and Merchant will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third party. This Agreement, together with the Commercial Bank Services Agreement (CBSA), Treasury Management Agreement and the Request for Service, is the complete and exclusive statement of the agreement between Bank and Merchant with respect to the subject matter hereof and supersedes any prior agreement(s) between Bank and Merchant with respect to such subject matter. In the event of any inconsistency between the terms of this Agreement and the CBSA, the terms of this Agreement shall govern. In the event performance of the services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which Bank is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Bank shall incur no liability to Merchant as a result of such violation or amendment. No course of dealing between Bank and Merchant will constitute a modification of this Agreement, the Rules, or the security procedures or constitute an agreement between the Bank and Merchant regardless of whatever practices and procedures Bank and Merchant may use. Merchant may not assign this Agreement or any of the rights or duties hereunder to any person without Bank's prior written consent. In the event that any provision of this Agreement shall be determined to be invalid, illegal or unenforceable to any extent, the remainder of this Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

- T. **Right to Audit.** Within thirty (30) days after receipt of written request, the Merchant will make its internal practices, books, and records, available to Bank to determine compliance with this Agreement and the NACHA Rules. The Bank shall maintain such records for a period of not less than six (6) years from creation. Audits conducted under this Section will not violate any existing non-disclosure or confidentiality agreements, will not unreasonably interfere with the Merchant's normal business operations, will not exceed one request per year, will be conducted only pursuant to a mutually agreed upon non-disclosure agreement between the parties, and will be made on at least thirty (30) calendar days prior written notice.
- U. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of North Carolina.

ADDITIONAL PROVISIONS APPLICABLE TO ORIGINATION OF WEB ENTRIES

- U. Merchant agrees to employ a commercially reasonable fraudulent transaction detection system.
- V. Merchant acknowledges that Bank will: (1) with respect to any Entry transmitted to Bank, utilize a commercially reasonable method to establish the identity of the Merchant, (2) establish procedures to monitor the credit-worthiness of Merchant on an on-going basis, (3) establish an exposure limit for Merchant, (4) implement procedures to review that exposure limit periodically, and (5) implement procedures to monitor Entries initiated by Merchant relative to its exposure limit across multiple settlement dates. Merchant agrees to cooperate with Bank in its performance of the foregoing activities.
- W. Merchant agrees to use commercially reasonable procedures to verify that routing numbers are valid.
- X. Merchant agrees to establish a secure Internet session with each Receiver utilizing a commercially reasonable security technology providing a level of security that, at a minimum, is equivalent to 128-bit encryption technology prior to the Receiver's key entry of any banking information, including, but not limited to, the Receiver's Bank routing number, account number, and or other identification symbol.
- Y. Merchant agrees to conduct an annual audit, provided to Bank upon request, to ensure that the financial information it obtains from Receivers is protected by security practices and procedures that include, at a minimum, adequate levels of (1) physical security to protect against theft, tampering, or damage, (2) personnel and access controls to protect against unauthorized access and use, and (3) network security to ensure secure capture, storage, and distribution.
- Z. Merchant agrees to obtain the consumer's authorization prior to initiating a debit Entry under this ACH Services Agreement. The authorization must conform to the requirements of the NACHA Operating Rules, which require that the authorization be (1) in a writing that is signed or similarly authenticated by the Receiver, (2) be readily identifiable as an ACH debit authorization, (3) clearly and conspicuously state its terms, and (4) must (for recurring payments only) provide the Receiver with a method to revoke their authorization by notifying Merchant.

ADDITIONAL PROVISIONS APPLICABLE TO ORIGINATION OF TEL ENTRIES

- AA. Merchant agrees to (1) employ commercially reasonable procedures to verify the identity of any Receiver, and (2) utilize commercially reasonable procedures to verify that routing numbers are valid.
- BB. Merchant agrees to provide specific information to Receivers during the telephone call as required by the Rules, and to tape record or provide written confirmation of the consumer's authorization.

- CC. Merchant agrees to provide proof of authorizations, to include recorded messages, upon request by Bank and on a periodic basis determined by Bank.

ADDITIONAL PROVISIONS APPLICABLE TO ORIGINATION OF IAT ENTRIES

- DD. IAT Entry: A credit or debit Entry that is part of a payment transaction involving a financial agency's office located outside the territorial jurisdiction of the United States. In addition, an IAT Entry is required to include information required by the Travel Rule of the Bank Secrecy Act (BSA): Originator's name; Receiver's name; physical address; and transaction purpose. Meeting these stipulations provides all parties to the transaction the necessary information to comply with U.S. laws, including regulations imposed by OFAC.
- EE. Merchant must properly classify IAT Entries. Merchant must at all times maintain a through knowledge of all ACH Receiver relationships to avoid the possibility of inadvertently initiating an ACH Entry that should have been classified as an IAT Entry. Improper classification may result in violations of the Rules, OFAC regulations or sanctions, or other Requirements of Law, for example,
- i. A U.S. dollar domestic ACH transaction that is part of a payment chain that ultimately ends in a Receiver's account, which is located outside the territorial jurisdiction of the United States is subject to the IAT rule.
 - ii. A Company makes a pension or payroll direct deposit payment to a retiree or current employee who resides outside the territorial jurisdiction of the United States. The retiree/employee holds an account with a foreign bank in a host country that, in turn, receives ACH transactions with a U.S. routing/ABA number through its foreign bank office or correspondent bank located in the U.S.
- FF. Third Party Processors acting on behalf of Originators are required to properly classify IAT Entries and comply with IAT Rules and U.S. Law.
- GG. Merchant IAT Origination Authorization and Requirements:
- i) IAT Origination is prohibited without obtaining Bank's prior approval.
 - ii) If Bank approves Merchant for IAT Origination; Merchant is responsible to originate IATs as defined in the Rules and in accordance with the Bank's IAT Origination Product Guide.
- HH. Merchant warrants and indemnifies the Bank (ODFI) the following:
- i. IAT Entry contains accurate and complete information as required by Rules and U.S. Law.
 - ii. IAT Entry contains accurate and complete Receiver's banking information to allow the RDFI to properly post and provide information about the Entry.
 - iii. Will be responsible as contained in the MSA to Bank (ODFI) and Gateway Operators from losses associated with Merchant's breach of specific warranties for an IAT Entry.
 - iv. Compliance with foreign payment system rules. IAT Entry complies with the laws and payment system rules of the receiving country.
 - v. Merchant has obtained authorization from Receiver. The form and content of the foreign receiver's authorization, including whether such authorization may be oral, electronic or written shall be governed by the laws and payment system rules of the receiving country.
- II. IAT transactions may be subject to currency risks as they are likely to involve different currencies, be it that of the parties or another currency. Merchant shall support any loss caused by a fluctuation of the exchange rate occurring until the complete performance of the contract.

ADDITIONAL PROVISIONS APPLICABLE TO TRANSMISSION OF ACH ENTRIES BY COMPANY ACTING AS A THIRD PARTY SENDER OR THIRD PARTY SERVICE PROVIDER FOR THIRD PARTY ORIGINATORS.

- JJ. Merchant serving as a Third-Party Sender or Third Party Service Provider will not transmit entries on behalf of Originators until (1) Merchant has obtained Bank's approval of such Originators, which approval is subject to Bank's policies and procedures, and either (2) such Originator and Bank have entered into a contractual agreement under which the Originator agrees to be bound by the NACHA Operating Rules, or (2) any such Originator has entered into an appropriate agreement with Merchant under which such Originator is bound by the NACHA Operating Rules as in effect from time to time and acknowledges that entries may not be initiated that violate the laws of the United States.
- KK. At the time of each transmission of Entries to Bank, Merchant warrants that any agreement between as such Originator and Merchant has not been terminated, and that the Merchant has no knowledge of the revocation of the Receiver's authorization or the termination of the relationship between the Receiver and the Receiver's Bank (RDFI).
- LL. Bank will require Risk Exposure Limits for Merchant acting as Third-Party Sender or Third-Party Service Provider and will monitor entries transmitted to Bank relative to their Exposure Limits, across multiple settlement dates.
- MM. Merchant agrees to employ commercially reasonable procedures to ensure physical security and confidentiality of ACH file data, and that ACH files are handled accurately and on time.

NN. Bank will require Risk Exposure Limits for Merchant acting as Third-Party Sender or Third-Party Service Provider and will monitor entries transmitted to Bank relative to their Exposure Limits, across multiple settlement dates.

OO. Merchant agrees to employ commercially reasonable procedures to ensure physical security and confidentiality of ACH file data, and that ACH files are handled accurately and on time.

ADDITIONAL PROVISIONS APPLICABLE TO: ORIGINATION OF BACK OFFICE CONVERSION ENTRIES (BOC) and ORIGINATION OF ACCOUNTS RECEIVABLE CONVERSION ENTRIES (ARC)

PP. MERCHANT OBLIGATIONS; MICR Capture Requirement. Merchant agrees to use a reading device to capture the Receiver's routing number, account number, and check serial number from the MICR line of the Receiver's source document. Merchant agrees the amount of the Entry is in accordance with the source document.

QQ. Re-Presentation. Merchant agrees the source document to which the Entry relates will not be presented or returned such that any person will be required to make payment based on the source document unless the BOC or ARC Entry is returned by the RDFI. This warranty runs to any other party that may be liable on the source document.

RR. Merchant agrees to provide Bank instructions in accordance to its procedures to electronically re-present a check or Entry returned for insufficient funds or uncollected funds.

SS. Merchant agrees not to reinitiate a returned Entry more than two times following the return of the original Entry, and not to reinitiate an Entry unless it is within 180 days of the settlement date of the original Entry.

TT. Retention/Copy of Source Document. Merchant agrees to employ commercially reasonable methods to securely store (1) all source documents until destruction, and (2) all banking information relating to entries. Merchant also agrees to establish policies and procedures to destroy the source document as soon as is reasonable to protect against the risk of fraud or erroneous Entry of the check into the check processing

system. Until such time that the source document is destroyed by the Merchant, it must be securely stored using commercially reasonable methods. A commercially reasonable system, technology, practice, or procedure is one that corresponds to commonly accepted commercial practices among commonly situated Merchants conducting similar types of transactions. When choosing a commercially reasonable method for secure data storage, Merchant should consider following guidance provided by the Federal Trade Commission for complying with the Safeguards Rule, which implements security measures within the Gramm-Leach-Bliley Act.

- UU. Collection Fees. Merchant agrees no fees may be added to the amount of the source document when it is transmitted as a BOC or ARC electronic Entry. If Merchant elects to assess a collection fee for a returned check or electronic Entry returned for insufficient funds or uncollected funds, Merchant agrees;
- VV. To provide Bank instructions in accordance to its procedures to electronically charge or draft the Receiver's account a separate processing fee up to the maximum fee permissible under state law for a returned check or electronic Entry returned for insufficient funds or uncollected funds.
- WW. To obtain the Receiver's authorization for such Entry in the manner specified by the ACH Rules.
- XX. To provide notice for BOC Entry to Receiver at either the point of purchase or a manned bill payment location the Merchant's intent to charge Receiver, in addition to any fees the Receiver's bank may charge, an additional processing fee up to the maximum fee permissible under state law for an Entry returned for insufficient funds or uncollected funds.
- YY. To provide notice for ARC Entry to Receiver in a clear and conspicuous manner on or within its billing statement to the Receiver of its intent to charge Receiver, in addition to any fees the Receiver's bank may charge, an additional processing fee up to the maximum fee permissible under state law for an Entry returned for insufficient funds or uncollected funds.
- ZZ. The minimum notice language will include the following, or substantially similar, language:
- AAA. For you convenience, "if your check or electronic funds transfer is returned for insufficient funds or uncollected funds, you authorize us to use information from your check to electronically debit your account a processing fee of \$ [MERCHANT TO INSERT THEIR STATE'S MAXIMUM FEE AMOUNT]."

ADDITIONAL PROVISIONS APPLICABLE TO: ORIGINATION OF BACK OFFICE CONVERSION ENTRIES (BOC)

- BBB. Source Documents. Merchant agrees to use a check as a source document for the initiation of an BOC Entry only if it has been provided to the Merchant at either the point of purchase or a manned bill payment location. To be used as a source document for this type of transaction, the check or sharedraft must (1) contain a pre-printed serial number, (2) not contain an Auxiliary On-Us Field in the MICR line, (3) be in an amount of \$25,000 or less, and (4) be completed and signed by the Receiver.
- CCC. The following may not be used as source documents for entries: checks or sharedrafts that contain an Auxiliary On-Us Field in the MICR line; checks or sharedrafts in an amount greater than \$25,000; third-party checks or sharedrafts; demand drafts and third-party drafts that do not contain the signature of the Receiver; checks provided by a credit card issuer for purposes of accessing a credit account or checks drawn on home equity lines of credit; checks drawn on an investment company as defined in the Investment Company Act of 1940; obligations of a Bank (e.g., travelers checks, cashier's checks, official checks, money orders, etc.); checks drawn on the U.S. Treasury, a Federal Reserve Bank, or a Federal Home Loan Bank; checks drawn on a state or

local government that are not payable through or at a Participating DFI; or checks or sharedrafts payable in a medium other than United States currency.

DDD. Verification of Receiver's Identity. Merchant agrees prior to originating a BOC Entry, to use a commercially reasonable procedure to verify the Receiver's identity. Examples of commercially reasonable means of verifying the Receiver's identity include, but are not limited to, the examination of a photo identification (e.g., driver's license, passport, other photo ID), use of a retailer preferred card, check verification services, etc.

EEE. Retailer Telephone Number. Merchant agrees to maintain a working telephone number that is answered during the Originator's normal business hours for Receiver inquiries regarding BOC transactions. The person answering this telephone number must be capable of supporting and responding to questions about specific BOC entries to a Receiver's account and not limited to the provision of general information about the back office conversion application. This telephone number must also be displayed on the required notice for BOC entries.

FFF. Posted Notice Requirements. Merchant agrees that prior to the receipt of each source document used as the basis for the origination of a BOC Entry, the Merchant must post a notice in a prominent and conspicuous location at the point of purchase or manned bill payment location that includes the following, or substantially similar language:

i. "When you provide a check as payment, you authorize us to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day you make your payment, and you will not receive your check back from your Bank. For inquiries, please call insert <Merchant's phone number>".

GGG. Notice Copy Requirements. Merchant agrees to provide a copy of the notice to the Receiver at the time of the transaction. The notice copy is required to include the following, or substantially similar language:

i. "When you provide a check as payment, you authorize us to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries, please call insert <Merchant's phone number>".

HHH. OPT Out Requirement. Merchant agrees to allow Receivers to opt out of BOC check conversion and to establish reasonable procedures under which a Receiver may notify the Merchant, at the point of purchase, that a particular check does not authorize an ACH debit Entry to the Receiver's account.

ADDITIONAL PROVISIONS APPLICABLE TO: ORIGINATION OF ACCOUNTS RECEIVABLE CONVERSION ENTRIES (ARC)

III. Source Documents. Merchant agrees to use a check as a source document for the initiation of an ARC Entry only if it has been sent through the U.S. mail or delivered to a dropbox. To be used as a source document for this type of transaction, the check or sharedraft must (1) contain a pre-printed serial number, (2) not contain an Auxiliary On-Us Field in the MICR line, (3) be in an amount of \$25,000 or less, and (4) be completed

JJJ. The following may not be used as source documents for entries: checks or sharedrafts that contain an Auxiliary On-Us Field in the MICR line; checks or sharedrafts in an amount greater than \$25,000; third-party checks or sharedrafts; demand drafts and third-party drafts that do not contain the signature of the Receiver; checks provided by a credit card issuer for purposes of accessing a credit account or checks drawn on home equity lines of credit; checks drawn on an investment company as defined in the Investment Company Act of 1940; obligations of a Bank (e.g., travelers checks, cashier's checks, official checks, money orders, etc.); checks drawn on the U.S. Treasury, a Federal Reserve Bank, or a Federal Home Loan Bank; checks drawn on a state or

local government that are not payable through or at a Participating DFI; or checks or sharedrafts payable in a medium other than United States currency.

KKK. Authorization/Notification Requirements. Merchant agrees to provide notice in a clear and conspicuous manner to the Receiver, prior to the receipt of each source document that will be used as the basis for the origination of an ARC Entry, that receipt of the Receiver's check will be deemed to be the Receiver's authorization for an ACH debit Entry to the Receiver's account, in accordance with the terms of the source document. The check will be used solely as a source document for capturing the Receiver's routing number, account number, check serial number, and dollar amount of the Entry. The provision of the notice by the Merchant to the Receiver and the receipt of the source document together constitute authorization of the ARC Entry.

LLL. Merchant agrees the notice language will include the following, or substantially similar, language:

MMM. "When you provide a check as payment, you authorize us to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day you make your payment, and you will not receive your check back from your Bank."

NNN. OPT Out Requirements. Merchant agrees to allow Receivers to opt out of ARC check conversion, and will establish reasonable procedures under which Receivers may notify Merchant that their checks are not to be converted.

Exhibit 3: Pricing Addendum for Master Merchant Agreement and Merchant Program Guide

Category	3-Year Contract Price (excludes renewal periods)	5-Year Contract Price
VISA/MasterCard		
Transaction Fee	\$0.012	same
Assessments	Varies, see sample interchange charts below	same
Access Fees	\$0.025	same
Other Fee (Describe)	Voice Auth Fee \$0.50 per auth	same
Other Fee (Describe)	Network Access Fee \$5.00 per month	same
Other Card Types		
PIN Based Debit Card Fee	\$0.05	same
American Express Transaction Fee	\$0.05	same
Discover/Diners Transaction Fee	\$0.017	same
Other Card Fee (Describe)	Visa FANF, see chart below	same
Other Card Fee (Describe)	Compliance fee, \$9.95 per month	same
Other Card Fee (Describe)	PCI Non-Compliance Fee \$15.95 per month when non-compliant	same
Electronic Check Fees*		
Electronic Check Acceptance (ECA) Fee	\$0.20	same
ECA with Check Guarantee	1.10% + \$0.20	0.90% + \$0.20
Other Check Fee (Describe)	\$15 Monthly Minimum per location	same
Other Check Fee (Describe)	\$15 subscription fee; This would include the Loaner Placement imager RDM to be attached to a PC or Credit Card terminal.	same

Reporting Fees (specify terms, e.g, price per month, price per report, etc.)		
Reporting System Access	Free for Merchant Connection	same
Other Fees		
Participation Fee**	X	
Early Termination Fee	\$295/\$195***	

*Electronic Check fees are charged by CrossCheck. Fees will be charged by CrossCheck.

**Fee charged in accordance with agreement between BB&T and OST

***Terms listed in V.5.1 of Master Merchant Agreement and Merchant Program Guide

Terminal Type	Cost Per Unit
Vx520	\$239.00
Vx805 pin pad	\$179.00
Vx520 w/ Vx805	\$419.00
Vx680	\$619.00
Mx915	\$590.00
iCT220CTL	\$259.00
iPP310 pin pad	\$189.00
iPP320 pin pad	\$279.00
iCT220CTL/iPP310	\$423.00
iWL255 wireless	\$569.00
iWL252 bluetooth	\$549.00
Bluetooth Base	\$165.00
Magtek Reader	\$100.00
Epson TM-T2011 printer serial USB-	\$199.00
Epson TM-T2011 printer ethernet-	\$309.00
Payware Mobile Reader	\$0.00

PAX devices

Device Name	Cost
S80 CTLS	\$249
S90 CDMA	\$499
S300	\$299
Long hub/short hub cable (used with S300, if additional cable is wanted)	\$59
D210 BT	\$499
MT30	\$449
SP30 SC	\$299

Software Reprogramming Costs

Authorize.net

License Fee	\$99.00	billed by BB&T (one-time)
Monthly Fee	\$24.95	billed by Authorize.net
Transaction Fee	\$0.06	billed by Authorize.net
Account Updater (per completed item)	\$0.25	Billed by Authorize.net

Global Virtual Terminal (Global Transport)

License Fee	\$99.00	billed by BB&T (one-time)
Monthly Fee	\$14.95	billed by BB&T
Transaction Fee	\$0.04	billed by BB&T

Verifone PAYware Mobile

License Fee	\$99.00	billed by BB&T (one-time)
Monthly Fee	\$20.00	billed by BB&T (1 device) billed by BB&T
Transaction Fee	\$0.00	

TrustCommerce

License Fee	\$ 99.00
Monthly Gateway Fee	\$ 24.95
Transaction Fee	\$ 0.10

TC w/Custom Fields

License Fee	\$ 99.00
Monthly Gateway Fee	\$ 24.95
Transaction Fee	\$ 0.10

TC w/Citadel

License Fee	\$ 149.00
Monthly Gateway Fee	\$ 24.95
Transaction Fee	\$ 0.10
Billing ID Storage Fee	\$ 0.08

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TC w/Citadel & Custom Fields

License Fee	\$ 149.00
Monthly Gateway Fee	\$ 24.95
Transaction Fee	\$ 0.10

TC w/CrediGuard & Custom Fields

License Fee	\$ 149.00
Monthly Gateway Fee	\$ 34.95
Transaction Fee	\$ 0.10
CrediGuard Authorization Fee	\$ 0.07

TC w/CrediGuard & Citadel

License Fee	\$ 199.00
Monthly Gateway Fee	\$ 34.95
Transaction Fee	\$ 0.10
Billing ID Storage Fee	\$ 0.08
CrediGuard Authorization Fee	\$ 0.07

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Systems East: Xpress-Pay Fees	
If the merchant is charging a site fee to their customers	If the merchant is not charging a site fee to their customers
0.50% + \$0.00 per transaction	\$0.30 per transaction
Setup Fee: \$0	
IVR: TBD	

Authorize.Net eCheck.Net Pricing – Billed by Authorize.net

Setup Fee	\$0.00
Chargeback Fee	\$25.00
Returned Item Fee	\$3.00
Minimum Monthly Fee	\$10.00
Discount Rate	0.75%

ACH for Systems East and TrustCommerce:

Reference current years pricing schedule for BB&T Treasury Services.

BB&T Merchant Insights

\$39.99/mth or \$399.99/annually per account

Lease/Rental Equipment

A monthly terminal communication fee of \$19.95 applies for rental program. Additional terminals are \$5 per terminal ID. Early termination of this agreement by Merchant within three years from the date of signing by all parties will result in an additional termination fee of \$300 per terminated merchant terminal ID.

Equipment Maintenance/Repair

Replacement costs are \$150.00 per terminal/pinpad.

TSYS Guardian Encryption and Tokenization (Optional for use with Ingenico and Verifone standalone terminals)

- E2EE: \$2 per terminal per month
- Tokenization: \$0.012 per transaction

Additional Merchant Account Fees

- Monthly Minimum Discount Fee: \$20 per month
- Early Termination Fee: \$295/\$195 per account (For additional contract term information, refer to section 5.1 of the BB&T Merchant Agreement and Program Guide.)
- ACH Reject Fee: \$25 per reject occurrence

Wireless terminals using 3G GPRS to process will have the following additional fees:

- \$35 one time activation
- \$20 per month per device
- \$0.05 per transaction

Visa FANF chart:

Network Fee Billing Tables for Visa Transactions

Table 1: Card Present (Excludes Fast Food MCC 5814)

The monthly Network Fee Billing amount is determined by the number of merchant locations actively accepting Visa transactions per Taxpayer ID, per Month.

Tiers	No. of locations by MID	Price per location, per merchant (per month)	
		Table 1A (High Volume MCCs)	Table 1B (All Other MCCs)
1-3	1-3	\$2.90	\$2.00
4-6	4-10	\$4.00	\$2.90
7-8	11-50	\$5.00	\$4.00
9	51-100	\$8.00	\$6.00
10	101-150	\$12.00	\$8.00
11	151-200	\$18.00	\$10.00
12	201-250	\$25.00	\$14.00

Additional tiers apply for more locations. Max fee for Table 1A is \$85.00 per merchant location and for Table 1B is \$65.00 per merchant location for 4,000 or more locations.

Table 2: Fast Food (MCC 5814), Card Not Present (MOTO/ECI: 1-9), Merchant Aggregators

The Network Fee Billing amount is based on Visa monthly gross sales volume per Taxpayer ID, per Month.

Tier	Monthly Gross Sales Volume	Fees per Month
1	< \$50	\$2.00
2	\$50-\$199	\$2.90
3	\$200-\$999	\$5.00
4	\$1,000-\$3,999	\$7.00
5	\$4,000-\$7,999	\$9.00
6	\$8,000-\$39,999	\$15.00
7	\$40,000-\$199,999	\$45.00
8	\$200,000-\$799,999	\$120.00
9	\$800,000-\$1,999,999	\$350.00
10	\$2,000,000-\$3,999,999	\$700.00
11	\$4,000,000-\$7,999,999	\$1,500.00
12	\$8,000,000-\$19,999,999	\$3,500.00

Additional tiers apply for greater monthly gross sales volume. Max fee for Table 2 is \$40,000 for sales volume greater than or equal to \$400,000,000.

Table 1A: High Volume MCC Merchants - Card Present¹

MCC	MCC Descriptor	MCC	MCC Descriptor
3000-3299, 4511	Airlines	5532	Automotive Tire Stores
3300-3499, 7512	Auto Rental	5541	Service Stations
3500-3999, 7011	Lodging	5542	Automated Fuel Dispensers
4411	Steamship/ Cruise Lines	5651	Family Clothing Stores
4829	Wire Transfer Money Order	5655	Sports/ Riding Apparel Stores
5200	Home Supply Warehouse Stores	5712	Furniture/ Equipment Stores
5300	Wholesale Clubs	5732	Electronic Stores
5309	Duty Free Stores	5912	Drugstores and Pharmacies
5310	Discount Stores	5943	Stationary Stores
5311	Department Stores	7012	Timeshares
5411	Grocery Stores and Supermarkets	7832	Motion Picture Theaters
5511	Car and Truck Dealers/ New/ Used		

The following pages contain Sample Interchange Fee charts.

VISA INTERCHANGE RATES

Consumer Cards	Debit (Off-line)		Prepaid		Credit	
Regulated Visa Check Card	0.05%	\$0.22	N/A		N/A	
Consumer Standard	1.90%	\$0.25	1.90%	\$0.25	2.70%	\$0.10
CPS Supermarket	0.00%	\$0.30	1.15%	\$0.15	1.22%	\$0.05
CPS Supermarket CAP	N/A		0.00%	\$0.35	N/A	
CPS Passenger Transport Card Present	1.19%	\$0.10	1.15%	\$0.15	1.70%	\$0.10
CPS Passenger Transport Card Not Present	1.70%	\$0.15	1.75%	\$0.20	1.70%	\$0.10
CPS Retail	0.80%	\$0.15	1.15%	\$0.15	1.51%	\$0.10
CPS Hotel/Car Rental - Card Not Present	1.70%	\$0.15	1.75%	\$0.20	1.54%	\$0.10
CPS Hotel/Car Rental - Card Present	1.19%	\$0.10	1.15%	\$0.15	1.54%	\$0.10
CPS Card Not Present - MOTO	1.65%	\$0.15	1.75%	\$0.20	1.80%	\$0.10
CPS Automated Fuel Dispenser (AFD)	0.80%	\$0.15	1.15%	\$0.15	1.15%	\$0.25
CPS Automated Fuel Dispenser (AFD) CAP***	0.00%	\$0.95	0.00%	\$0.95	0.00%	\$1.10
EIRF	1.75%	\$0.20	1.80%	\$0.20	2.30%	\$0.10
EIRF CAP***	0.00%	\$0.95	0.00%	\$0.95	0.00%	\$1.10
CPS Retail 2 - Emerging Markets	0.65%	\$0.15	0.65%	\$0.15	1.43%	\$0.05
CPS Retail 2 Cap	0.00%	\$2.00	0.00%	\$2.00	N/A	
Government	0.65%	\$0.15	0.65%	\$0.15	1.55%	0.10%
Government Cap	0.00%	\$2.00	0.00%	\$2.00	N/A	
CPS Charity	N/A		N/A		1.35%	\$0.05
CPS Retail - Key Entry	1.65%	\$0.15	1.75%	\$0.20	1.80%	\$0.10
CPS e-Commerce - Basic	1.65%	\$0.15	1.75%	\$0.20	1.80%	\$0.10
CPS Account Funding	1.75%	\$0.20	1.80%	\$0.20	2.14%	\$0.10
CPS e-Commerce - Preferred	1.60%	\$0.15	1.75%	\$0.20	1.80%	\$0.10
CPS Passenger Transport e-Commerce Preferred	1.70%	\$0.15	1.75%	\$0.20	1.70%	\$0.10
CPS Hotel/Car Rental e-Commerce Preferred	1.70%	\$0.15	1.75%	\$0.20	1.54%	\$0.10
CPS Small Ticket	1.55%	\$0.04	1.60%	\$0.05	1.65%	\$0.04
CPS Restaurant	1.19%	\$0.10	1.15%	\$0.15	1.54%	\$0.10
CPS/Recurring Bill Payment	N/A		N/A		1.43%	\$0.05
CPS Service Station	0.80%	\$0.15	1.15%	\$0.15	1.15%	\$0.25
CPS Service Station CAP***	0.00%	\$0.95	0.00%	\$0.95	0.00%	\$1.10
Utility*	0.00%	\$0.65	0.00%	0.65%	0.00%	\$0.75
CPS Rewards 1	N/A		N/A		1.65%	\$0.10
CPS Rewards 2	N/A		N/A		1.95%	\$0.10
Infinite						
Infinite Retail	N/A		N/A		2.10%	\$0.10
Infinite CNP	N/A		N/A		2.40%	\$0.10
Infinite B2B	N/A		N/A		2.10%	\$0.10
Infinite Fuel	N/A		N/A		1.15%	\$0.25
Infinite Fuel Cap	N/A		N/A		0.00%	\$1.10
Infinite Electronic	N/A		N/A		2.40%	\$0.10
Infinite Standard	N/A		N/A		2.95%	\$0.10
Infinite Standard Fuel CAP	N/A		N/A		0.00%	\$1.10
Signature Preferred						
Signature Preferred - Card Not Present	N/A		N/A		2.40%	\$0.10
Signature Preferred - Retail	N/A		N/A		2.10%	\$0.10
Signature Preferred - B2B	N/A		N/A		2.10%	\$0.10
Signature Preferred - Fuel	N/A		N/A		1.15%	\$0.25
Signature Preferred - Fuel CAP***	N/A		N/A		0.00%	\$1.10
Signature Preferred Standard - Travel	N/A		N/A		2.95%	\$0.10
Signature Preferred Standard Electronic - Travel	N/A		N/A		2.40%	\$0.10
Signature Preferred Standard - non Travel	N/A		N/A		2.95%	\$0.10
Signature Preferred Interregional	N/A		N/A		1.97%	\$0.00
Visa Assessment Fee	0.1325%					
Visa Int'l Service Fee**	1.35%					
Card Brand Pass Thru Fee	\$0.025					

*Requires Visa registration to qualify

**Applies to transactions at US merchant locations where the card issuer country is non US and merchant transaction currency is US dollars

***Applies only to transactions with MCC 5541 and 5542

Corporate Cards	Debit (Off-line)		Prepaid	Credit		
Business Standard Tier 1	N/A		N/A	2.95%	\$0.20	
Business Standard Tier 2	N/A		N/A	2.95%	\$0.20	
Business Standard Tier 3	N/A		N/A	2.95%	\$0.20	
Business Standard Tier 4	N/A		N/A	2.95%	\$0.25	
Business - Standard	2.95%	0.10%	N/A	N/A		
Corporate - Standard	N/A		2.95% \$0.10	2.95%	\$0.10	
Purchasing - Standard	N/A		2.95% \$0.10	2.95%	\$0.10	
Business Electronic Tier 1	N/A		N/A	2.40%	\$0.10	
Business Electronic Tier 2	N/A		N/A	2.75%	\$0.15	
Business Electronic Tier 3	N/A		N/A	2.85%	\$0.20	
Business Electronic Tier 4	N/A		N/A	2.95%	\$0.20	
Corporate - Electronic	N/A		N/A	2.95%	\$0.10	
Corporate - Standard with Data	N/A		N/A	2.95%	\$0.10	
Purchasing - Standard with Data	N/A		N/A	2.95%	\$0.10	
Corporate Card Travel Service	N/A		N/A	2.55%	\$0.10	
Purchasing Card Travel Service	N/A		N/A	2.55%	\$0.10	
Business Card not Present Tier 1	N/A		N/A	2.25%	\$0.10	
Business Card not Present Tier 2	N/A		N/A	2.45%	\$0.15	
Business Card not Present Tier 3	N/A		N/A	2.60%	\$0.20	
Business Card not Present Tier 4	N/A		N/A	2.70%	\$0.20	
Business - Card not Present	2.45%	0.10%	N/A	N/A		
Corporate - Card not Present	N/A		2.65% \$0.10	2.65%	\$0.10	
Purchasing - Card not Present	N/A		2.65% \$0.10	2.65%	\$0.10	
Business Retail Tier 1	N/A		N/A	2.20%	\$0.10	
Business Retail Tier 2	N/A		N/A	2.30%	\$0.10	
Business Retail Tier 3	N/A		N/A	2.40%	\$0.10	
Business Retail Tier 4	N/A		N/A	2.50%	\$0.10	
Business - Card not Present	1.70%	0.10%	N/A	N/A		
Corporate - Card Present	N/A		2.15% \$0.10	2.50%	\$0.10	
Purchasing - Card Present	N/A		2.15% \$0.10	2.50%	\$0.10	
Purchasing - Fleet	N/A		N/A	2.50%	\$0.10	
Business B2B Tier 1	N/A		N/A	2.10%	\$0.10	
Business B2B Tier 2	N/A		N/A	2.25%	\$0.10	
Business B2B Tier 3	N/A		N/A	2.40%	\$0.10	
Business B2B Tier 4	N/A		N/A	2.50%	\$0.10	
Purchasing card - Large Purchase Advantage 1	N/A		N/A	0.70%	\$49.50	
Purchasing card - Large Purchase Advantage 2	N/A		N/A	0.80%	\$52.50	
Purchasing card - Large Purchase Advantage 3	N/A		N/A	0.90%	\$55.50	
Purchasing card - Large Purchase Advantage 4	N/A		N/A	0.40%	\$58.50	
GSA Purchasing Large Ticket	N/A		N/A	1.20%	\$39.00	
GSA - G2G*	N/A		N/A	1.65%	\$0.10	
Commercial Large Ticket	N/A		1.45% \$35.00	1.45%	\$35.00	
Business Level 2 Tier 1	N/A		N/A	2.05%	\$0.10	
Business Level 2 Tier 2	N/A		N/A	2.05%	\$0.10	
Business Level 2 Tier 3	N/A		N/A	2.05%	\$0.10	
Business Level 2 Tier 4	N/A		N/A	2.20%	\$0.10	
Corporate Non T&E - Level 2 Data	N/A		N/A	2.05%	\$0.10	
Corporate Non T&E - Level 2/Level 3 Data	N/A		N/A	1.85%	\$0.10	
Purchasing Non T&E - Level 2 Data	N/A		N/A	2.05%	\$0.10	
Purchasing Non T&E - Level 2/Level 3 Data	N/A		N/A	1.85%	\$0.10	
Utility Business*	0.00%	\$1.50	0.00%	\$1.50	0.00%	\$1.50
International						
International Merchant-Commercial	N/A		N/A	2.00%	\$0.00	
Interregional Business Card	N/A		N/A	2.00%	\$0.00	
Interregional Corporate Card	N/A		N/A	2.00%	\$0.00	
Interregional Purchasing Card	N/A		N/A	2.00%	\$0.00	
Interregional Premium	N/A		N/A	1.80%	\$0.00	

Mastercard:

International Corporate Credit Cards		
International Commercial	2.00%	\$0.00
International Commercial Purchasing	2.00%	\$0.00
International Commercial Purchasing Data Rate II	1.70%	\$0.00
International Commercial Purchasing Large Ticket	0.90%	\$30.00
International Commercial Payment Transaction	0.19%	\$0.53
Large Ticket MPG/Commercial Payments Account		
Large Ticket 1	1.20%	\$0.00
Large Ticket 2	1.00%	\$0.00
Large Ticket 3	0.90%	\$0.00
Large Ticket 4	0.80%	\$0.00
Large Ticket 5	0.70%	\$0.00
International Consumer Credit Cards		
International Standard	1.60%	\$0.00
International e-Commerce	1.60%	\$0.00
International Full UCAF	1.54%	\$0.00
International Merchant UCAF	1.44%	\$0.00
International Electronic	1.10%	\$0.00
International Payment Transaction	0.19%	\$0.53

MASTERCARD INTERCHANGE RATES

Consumer Cards	Debit (Off-line)		PrePaid		Credit (Core)		Credit (Enhanced)		Credit (World)		World Elite & World High Value	
Charities	1.45%	\$0.15	1.45%	\$0.15	2.00%	\$0.10	2.00%	\$0.00	2.00%	\$0.10	2.00%	\$0.00
Convenience Purchases Base	N/A		N/A		1.90%	\$0.00	1.90%	\$0.00	2.00%	\$0.00	2.00%	\$0.00
Convenience Purchases Tier I	N/A		N/A		1.35%	\$0.00	1.35%	\$0.00	1.45%	\$0.00	1.60%	\$0.00
Emerging Markets	0.80%	\$0.25	0.80%	\$0.25	N/A		N/A		N/A		N/A	
Emerging Markets Education & Govt Debit	0.65%	\$0.15	0.65%	\$0.15	N/A		N/A		N/A		N/A	
Emerging Markets Education & Govt Debit CAP	0.00%	\$2.00	0.00%	\$2.00	N/A		N/A		N/A		N/A	
e-Commerce	1.60%	\$0.15	1.75%	\$0.20	1.89%	\$0.10	2.04%	\$0.10	2.05%	\$0.10	2.50%	\$0.10
e-Commerce Standard	1.90%	\$0.25	1.90%	\$0.25	2.95%	\$0.10	2.95%	\$0.10	2.95%	\$0.10	3.25%	\$0.10
Humanitarian Standard	N/A		1.65%	\$0.00	N/A		N/A		N/A		N/A	
Key-Entered	1.60%	\$0.15	1.75%	\$0.20	1.89%	\$0.10	2.04%	\$0.10	2.05%	\$0.10	2.50%	\$0.10
Lodging and Auto Rental	1.15%	\$0.15	1.15%	\$0.15	1.58%	\$0.10	1.60%	\$0.10	N/A		N/A	
Merit I	1.60%	\$0.15	1.75%	\$0.20	1.89%	\$0.10	2.04%	\$0.10	2.05%	\$0.10	2.50%	\$0.10
Merit I - Insurance	N/A		N/A		1.43%	\$0.05	1.43%	\$0.05	1.43%	\$0.05	2.00%	\$0.10
Merit I - Real Estate	1.10%	\$0.00	1.10%	\$0.00	1.10%	\$0.00	1.10%	\$0.00	1.10%	\$0.00	2.20%	\$0.10
Merit I - Consumer Loan****	0.80%	\$0.25	0.80%	\$0.25	N/A		N/A		N/A		N/A	
Merit III	1.05%	\$0.15	1.05%	\$0.15	1.58%	\$0.10	1.73%	\$0.10	1.77%	\$0.10	2.20%	\$0.10
Petroleum - CAT/APD*	0.70%	\$0.17	0.70%	\$0.17	1.50%	\$0.00	1.90%	\$0.00	2.00%	\$0.00	2.00%	\$0.00
Petroleum - Service Stations*	0.70%	\$0.17	0.70%	\$0.17	1.90%	\$0.00	1.90%	\$0.00	2.00%	\$0.00	2.00%	\$0.00
Passenger Transport	1.60%	\$0.15	1.60%	\$0.15	1.75%	\$0.10	1.90%	\$0.10	N/A		N/A	
Payment Transaction	0.19%	\$0.53	0.19%	\$0.53	0.19%	\$0.53	0.19%	\$0.53	0.19%	\$0.53	0.19%	\$0.53
Public Sector	N/A		N/A		1.55%	\$0.10	1.55%	\$0.10	1.55%	\$0.10	1.55%	\$0.10
Regulated Debit	0.05%	\$0.21	0.05%	\$0.21	N/A		N/A		N/A		N/A	
Regulated Debit with Fraud Adjustment	0.05%	\$0.22	0.05%	\$0.22	N/A		N/A		N/A		N/A	
Restaurant	1.15%	\$0.10	1.15%	\$0.10	N/A		N/A		1.73%	\$0.10	2.20%	\$0.10
Service Industries	1.15%	\$0.05	1.15%	\$0.05	1.15%	\$0.05	1.15%	\$0.05	1.15%	\$0.05	1.15%	\$0.05
Small Ticket	1.55%	\$0.04	1.55%	\$0.04	N/A		N/A		N/A		N/A	
Standard	1.90%	\$0.25	1.90%	\$0.25	2.55%	\$0.10	2.95%	\$0.10	2.95%	\$0.10	3.25%	\$0.10
Supermarket*****	1.05%	\$0.15	1.05%	\$0.15	1.48%	\$0.10	1.48%	\$0.10	1.55%	\$0.10	1.90%	\$0.10
T&E	N/A		N/A		N/A		N/A		2.30%	\$0.10	2.75%	\$0.10
T&E Large Ticket	N/A		N/A		N/A		N/A		N/A		2.00%	\$0.00
UCAF	1.15%	\$0.15	1.15%	\$0.15	1.65%	\$0.10	1.83%	\$0.10	1.67%	\$0.10	2.30%	\$0.10
UCAF (Full)	1.25%	\$0.15	1.25%	\$0.15	1.75%	\$0.10	1.93%	\$0.10	1.97%	\$0.10	2.40%	\$0.10
Utilities	0.00%	\$0.45	0.00%	\$0.65	0.00%	\$0.65	0.00%	\$0.65	0.00%	\$0.65	0.00%	\$0.75

Business Credit Cards	Small Bus. Level 1		Small Bus. Level 2		Small Bus. Level 3		Small Bus. Level 4		Business Debit/Prepaid		Large Market	
Commercial Payment Transaction	0.19%	\$0.53	0.19%	\$0.53	0.19%	\$0.53	0.19%	\$0.53	0.15%	\$0.53	0.15%	\$0.53
Commercial Face-to-Face	2.00%	\$0.10	N/A		N/A		N/A		N/A		2.50%	\$0.10
Commercial Face-to-Face Petroleum	N/A		N/A		N/A		N/A		2.05%	\$0.10	2.05%	\$0.10
Commercial Large Ticket I	1.20%	\$40.00	1.36%	\$40.00	1.41%	\$40.00	1.51%	\$40.00	1.25%	\$40.00	1.25%	\$40.00
Commercial Large Ticket II	1.20%	\$40.00	1.36%	\$40.00	1.41%	\$40.00	1.51%	\$40.00	1.25%	\$40.00	1.20%	\$60.00
Commercial Large Ticket III	1.20%	\$40.00	1.36%	\$40.00	1.41%	\$40.00	1.51%	\$40.00	1.25%	\$40.00	1.15%	\$80.00
Commercial Large Ticket I, II, and III (Lodging MCCs)	2.30%	\$0.10	N/A		N/A		N/A		2.30%	\$0.10	N/A	
Commercial Standard	2.95%	\$0.10	3.11%	\$0.10	3.16%	\$0.10	3.26%	\$0.10	2.95%	\$0.10	2.95%	\$0.10
Commercial Charities	2.00%	\$0.10	2.00%	\$0.10	2.00%	\$0.10	2.00%	\$0.10	2.00%	\$0.10	2.00%	\$0.10
Commercial Data Rate III	1.75%	\$0.10	1.91%	\$0.10	1.95%	\$0.10	2.06%	\$0.10	1.80%	\$0.10	1.90%	\$0.10
Commercial Data Rate II	2.00%	\$0.10	2.16%	\$0.10	2.21%	\$0.10	2.31%	\$0.10	2.20%	\$0.10	2.50%	\$0.10
Commercial Data Rate II Petroleum	N/A		N/A		N/A		N/A		2.05%	\$0.10	2.20%	\$0.10
Commercial Data Rate I	2.65%	\$0.10	2.81%	\$0.10	2.86%	\$0.10	2.96%	\$0.10	2.65%	\$0.10	2.70%	\$0.10
Commercial T&E II	2.35%	\$0.10	2.51%	\$0.10	2.56%	\$0.10	2.66%	\$0.10	2.35%	\$0.10	2.60%	\$0.10
Commercial T&E III	2.30%	\$0.10	2.46%	\$0.10	2.51%	\$0.10	2.61%	\$0.10	2.30%	\$0.10	2.55%	\$0.10
Commercial T&E III (Airline MCCs)	N/A		N/A		N/A		N/A		2.30%	\$0.10	2.43%	\$0.10
Commercial T&E I	2.50%	\$0.00	2.66%	\$0.00	2.71%	\$0.00	2.81%	\$0.00	2.50%	\$0.00	2.75%	\$0.00
Commercial Data Rate 1 Healthcare	N/A		N/A		N/A		N/A		1.00%	\$0.00	1.00%	\$0.00
Commercial Data Rate 1 Healthcare Cap	N/A		N/A		N/A		N/A		0.00%	\$5.00	0.00%	\$5.00
Commercial Supermarket	2.00%	\$0.10	N/A		N/A		N/A		N/A		2.50%	\$0.10
Commercial Large Market Hotel	N/A		N/A		N/A		N/A		N/A		2.60%	\$0.10
Utilities	0.00%	\$1.50	0.00%	\$1.50	0.00%	\$1.50	0.00%	\$1.50	0.00%	\$1.50	N/A	

MasterCard Assessment Fee	0.125%	*\$0.35 maximum
MasterCard Assessment Fee (Above)**	0.16%	**Applies to Consumer and Commercial credit volume of \$1,000 or higher.
MasterCard Cross-border Fee***	1.65%	***Applies only to transactions at U.S. merchant locations where the card issuer country is non-U.S.
MasterCard Digital Enablement Fee	0.01%	****\$2.95 maximum
Card Brand Pass Thru Fee	\$0.025	*****\$0.35 maximum

A MasterCard Digital Enablement Fee applies to consumer credit, commercial credit, and signature debit volume for

DISCOVER INTERCHANGE RATES

Consumer Cards	Debit Cards		Prepaid Cards		Credit Cards		Credit Rewards		Credit Premium		Credit Premium Plus	
Non-Exempt	0.05%	\$0.21	0.05%	\$0.21	N/A		N/A		N/A		N/A	
Non-Exempt with Fraud Prevention	0.05%	\$0.22	0.05%	\$0.22	N/A		N/A		N/A		N/A	
PSL - Card Not Present	1.85%	\$0.20	1.85%	\$0.20	1.97%	\$0.10	2.07%	\$0.10	2.10%	\$0.10	2.45%	\$0.10
PSL - Ecommerce	1.85%	\$0.20	1.85%	\$0.20	1.97%	\$0.10	2.07%	\$0.10	2.10%	\$0.10	2.45%	\$0.10
PSL - Emerging Markets	1.00%	\$0.20	1.00%	\$0.20	1.55%	\$0.05	1.55%	\$0.05	1.55%	\$0.05	2.40%	\$0.10
PSL - Express Services	1.90%	\$0.00	1.90%	\$0.00	2.05%	\$0.00	2.05%	\$0.00	2.05%	\$0.00	2.15%	\$0.05
PSL - Hotels/Car Rentals	1.45%	\$0.16	1.45%	\$0.16	1.68%	\$0.10	2.00%	\$0.10	2.40%	\$0.10	2.50%	\$0.10
PSL - Insurance	0.90%	\$0.25	0.90%	\$0.25	1.53%	\$0.05	1.53%	\$0.05	1.53%	\$0.05	2.40%	\$0.05
PSL - Key Entry	1.85%	\$0.20	1.85%	\$0.20	1.97%	\$0.10	2.07%	\$0.10	2.10%	\$0.10	2.50%	\$0.10
PSL - Passenger Transport	1.69%	\$0.16	1.69%	\$0.16	1.85%	\$0.10	2.00%	\$0.10	2.40%	\$0.10	2.50%	\$0.10
PSL - Petroleum	0.86%	\$0.16	0.86%	\$0.16	1.65%	\$0.05	1.90%	\$0.05	1.90%	\$0.05	1.90%	\$0.05
PSL - Public Services	1.00%	\$0.20	1.00%	\$0.20	1.65%	\$0.10	1.65%	\$0.10	1.65%	\$0.10	1.65%	\$0.10
PSL - Recurring Payments	1.30%	\$0.05	1.30%	\$0.05	1.45%	\$0.05	1.45%	\$0.05	1.45%	\$0.05	1.90%	\$0.05
PSL - Real Estate	1.20%	\$0.00	1.20%	\$0.00	1.20%	\$0.00	1.20%	\$0.00	1.20%	\$0.00	2.40%	\$0.10
PSL - Restaurants	1.20%	\$0.16	1.20%	\$0.16	1.66%	\$0.10	2.00%	\$0.10	2.30%	\$0.10	2.50%	\$0.10
PSL - Retail	1.20%	\$0.16	1.20%	\$0.16	1.66%	\$0.10	1.81%	\$0.10	1.81%	\$0.10	2.25%	\$0.10
PSL - Supermarket	1.20%	\$0.16	1.20%	\$0.16	1.50%	\$0.05	1.75%	\$0.05	1.75%	\$0.05	2.00%	\$0.10
PSL - Supermarket CAP	0.10%	\$0.36	0.10%	\$0.36	N/A		N/A		N/A		N/A	
PSL - Utilities	0.10%	\$0.75	0.10%	\$0.75	0.10%	\$0.75	0.10%	\$0.75	0.10%	\$0.75	0.10%	\$0.75
Mid Submission Level	1.90%	\$0.20	1.90%	\$0.20	2.50%	\$0.10	2.50%	\$0.10	2.50%	\$0.10	2.50%	\$0.10
Base Submission Level	1.99%	\$0.25	1.99%	\$0.25	3.05%	\$0.10	3.05%	\$0.10	3.05%	\$0.10	3.05%	\$0.10

Commercial Cards	Debit Cards		Prepaid Cards		Credit Cards	
Non-Exempt	0.05%	\$0.21	0.05%	\$0.21	N/A	
Non-Exempt with Fraud Prevention	0.05%	\$0.22	0.05%	\$0.22	N/A	
Commercial Utilities	0.10%	\$1.50	0.10%	\$1.50	0.10%	\$1.50
Commercial Electronic	2.40%	\$0.10	2.40%	\$0.10	2.40%	\$0.10
Commercial Base Submission Level	3.05%	\$0.10	3.05%	\$0.10	3.05%	\$0.10
Commercial Large Ticket	1.00%	\$20.00	1.00%	\$20.00	1.00%	\$20.00

International					
International Electronic	N/A		1.46%	\$0.00	
International Base Submission Level	N/A		1.80%	\$0.10	

Discover Assessment Fee	0.1425%
Discover Int'l Service Fee*	1.30%
Card Brand Pass Thru Fee	\$0.025

*Applies only to transactions at U.S. merchant locations where the card issuer country is non-U.S.

Exhibit No. 4

Event Number:	RFQB# OST 17/001
Event Title:	Section C - Merchant Card and Prepaid Card Services
Awarded Vendor:	Branch Banking and Trust Company

I. Acceptance of Cards

1.1 Honor Cards. The undersigned Merchant ("Merchant") agrees to honor all valid Cards in the selected Card acceptance category below, bearing the MasterCard, Visa and/or Discover Network trademarks as well as other credit, debit and electronic payment Cards ("Card(s)") not included below, but serviced by Branch Banking and Trust Company ("Bank"), when properly presented as payment by customers who hold Cards ("Cardholders") in connection with business Transactions arising out of Merchant's usual trade or business as disclosed in the Merchant Application. Merchant may not establish any practices that discourage, favor or discriminate against the use of any particular Card. However, the Merchant may choose limited acceptance and choose not to accept either U.S. issued Debit Cards or U.S. issued Credit Cards as described in the acceptance categories below:

The Merchant must select one of the following Card acceptance categories:

- **Accept all MasterCard, Visa and Discover Network Cards including consumer credit and debit, and commercial Cards.**
- **Limited Acceptance. Accept MasterCard, Visa and Discover Network consumer credit and commercial Cards only.** Merchants choosing this option must accept all MasterCard, Visa or Discover Network credit and commercial products including MasterCard, Visa or Discover Network business check Cards.
- **Limited Acceptance. Accept MasterCard, Visa or Discover Network consumer debit Cards only.** Merchants choosing this option must accept all MasterCard, Visa and Discover Network consumer debit Card products, which will be identified with the word "DEBIT" printed on the front of the Card.

If a Merchant selects one of the limited acceptance options, any Transaction submitted into interchange outside of the selected product category will be downgraded and assessed all applicable interchange, assessment, and handling fees.

If Merchant accepts Card checks, the Merchant's Card check acceptance policy must treat the acceptance of checks from all Payment Card brands equally. Merchant should handle these Card checks like any other personal check drawn upon a bank in the United States.

China UnionPay, JCB® and Diners Club International® (DCI) Card Transactions that are accepted by Merchant and processed through the Discover Network will be considered and treated as Discover Network Transactions for the purposes of this Agreement and all applicable Discover Network Rules will apply as referenced throughout this Agreement.

Merchant will be paid by Bank or by one of Bank's affiliated financial institutions holding the Operating Account ("Affiliate(s)") on the terms and conditions provided for in this Agreement by and between Merchant and Bank ("Agreement"). Visa U.S.A., Inc. ("Visa"), MasterCard International Incorporated

("MasterCard"), DFS Services, LLC ("Discover Network"), Interlink, Maestro, NYCE, Honor, Explore, MAC, and Pulse are Payment Networks providing services to banks that provide for the electronic processing of sales drafts. They are referred to jointly in this Agreement as "Payment Networks." Merchant understands and agrees to the following terms and conditions:

1.2 Card Descriptions. At the point of sale, Merchant must carefully examine the Card to be certain it is legitimate and valid. This includes checking for: appropriate account numbers, holograms with the appropriate symbol, valid effective dates, expiration dates and signatures. Do not permit a person other than the Cardholder to sign a sales draft; the signature must match.

1.3 Displaying Service Marks. Merchant must adequately display in each of its locations, catalogs, and websites, the appropriate service mark symbols and names (such as decals, stand-alone point-of-sale signs, etc.) in compliance with the current signage Rules of the Payment Networks, based upon the selected Card acceptance category selected by Merchant under Section 1.1 of this Agreement to inform Cardholders of the Cards Merchant will honor at all of its places of business. Merchant will not use the marks or logos of Cards that are not included in Merchant's selected Card acceptance category nor in a manner that creates the impression that Merchant's goods or services are sponsored, produced, affiliated with, or offered or sold by any Payment Network. Merchant agrees not to use the marks or logos on its stationary, letterhead, envelopes or the like nor in its solicitations without prior review and written approval by Bank. Merchant's right to display the above names, service marks or symbols will continue only so long as this Agreement remains in effect or until Merchant is notified by Bank to cease usage or display.

(a) Discover Network Sublicense to Use Discover Network Program Mark. Merchant is prohibited from using the Program Marks, as defined below, other than as expressly authorized in writing by Bank. Program Marks mean the brands, emblems, trademarks, and/or logos that identify Discover Network Cards. Additionally, Merchant shall not use the Program Marks other than to display decals, signage, advertising, and other forms depicting the Program Marks that are provided to Merchant by Bank pursuant to the Merchant Program or otherwise approved in advance in writing by Bank. Merchant may use the Program Marks only to promote the services covered by the Program Marks by using them on decals, indoor and outdoor signs, websites, advertising materials and marketing materials; provided that all such uses by Merchants must be approved in advance by Bank in writing. Merchant shall not use the Program Marks in such a way that customers could believe that the products or services offered by Merchant are sponsored or guaranteed by the owners of the Program Marks. Merchant recognizes that it has no ownership rights in the Program Marks. Merchant shall not assign to any third party any of the rights to use the Program Marks.

1.4 Agreement and Payment Network Rules. Merchant agrees to follow all requirements of this Agreement in connection with each Card Transaction and to comply with all applicable Payment Network Rules. From time to time, Bank may amend the Agreement, by providing Merchant with prior written notice as provided in Section 5.6, and those provisions will be deemed incorporated into this Agreement.

1.5 Transaction Procedures and Obligations. In this Agreement, "Transactions" means sales, credits, errors, returns and adjustments.

(a) Obtaining Authorization. Merchant agrees to obtain an Authorization approval Code for all Transactions in the manner instructed in materials provided by Bank. The Card issuer must approve the

Transaction. Issuer approval is obtained by contacting the center designated by Bank. Merchant may not request authorization before the charge date, except as permitted by this Agreement and the respective Payment Network operating Rules, regulations, procedures, policy statements and guidelines (collectively, "Rules") for specific types of Transactions such as lodging and car rental. If authorization is granted, Merchant must provide an authorization code on the record of each charge submitted for processing. If authorization is denied, Merchant will not make further attempts to obtain authorization with that Card on that day, must not allow the charge, and should follow instruction from the authorization provider. If the charge involved suspicious or unusual circumstances, Merchant must request a "Code 10" authorization. Merchant will retain any Card presented by reasonable and peaceful means, if requested to do so by the authorization provider.

(b) Scope of Authorization. If Merchant completes a Transaction without required authorization, Merchant will be responsible for any chargeback of the Transaction and for any additional fees imposed by Visa for settling Transactions that have not been authorized. A positive Authorization request for Visa, MasterCard and Discover Network Transactions remains valid for thirty (30) days. Obtaining authorization only means that, at the time authorization is requested, sufficient credit is available from the Card issuer to the Cardholder and the Card is not on a warning list. Obtaining authorization does not assure that the person using the Card is the valid Cardholder and will not prevent a chargeback to Merchant for numerous reasons under the Payment Network Rules, including use of the Card by an unauthorized user or a claim or defense involving the Transaction by the Cardholder. In the event of a POS authorization failure or communication error, Merchant agrees to obtain authorization according to voice back-up procedures furnished by Bank, at current per authorization fees and interchange rates.

(c) Agreements in Accepting Cards. Merchant agrees not to do any of the following, whether the Transaction is approved, declined, or processed as a sale Transaction:

- (ii) establish minimum or maximum dollar Transaction amounts exclusively for those customers choosing to use Cards as a payment option except that for Discover Network Transactions, Merchant may limit the maximum amount a Discover Network Cardholder, if and only if, Merchant has not received a positive response from the Card Issuer;
- (iii) obtain authorization for purposes of setting aside Cardholder's credit line for use in future sales;
- (iv) extend Merchant credit for, or defer the time of payment of the total cash price in any Transaction;
- (v) honor a Card except in a Transaction where a total cash price is due and payable;
- (vi) make any special charge to or extract any special agreement or security from any Cardholder in connection with any Transaction;
- (vii) transmit or accept for payment any Transaction which was not originated directly between Merchant and Cardholder for the sale or lease of goods or the performance of services of the type indicated in the Merchant Application initially submitted to and approved by Bank ("Merchant Application"). Charges involving solicitations from third parties, for example, telemarketing by independent contractors, and charges involving franchisees, partners, or joint

venturers of Merchant are not allowed except as authorized in writing signed by an officer of Bank.

(viii) honor or accept a Card as payment for legal services or expenses arising out of or related to (1) any domestic relations matter where such services or expenses are furnished to a person whose name is not embossed on a Card; or (2) any bankruptcy, insolvency, compromise, composition or other process affecting Cardholder's creditors;

(ix) use Merchant's own Card, or one to which Merchant has access, to process a Transaction for the purpose of obtaining credit for Merchant's own benefit;

(x) redeposit a previously charged Transaction, regardless of whether Cardholder consents;

(xi) initiate a Transaction that is illegal or related to illegal activities by Cardholder;

(xii) use authorization and any data received therefrom for any other purpose except for determining whether Merchant should accept checks or Cards in connection with a current sale or lease of goods or services;

(xiii) draw or communicate any inference concerning a person's credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics or mode of living when any Card or check is processed as non-accepted;

(xiv) disclose any information obtained through Bank to any person except for necessary disclosures to affected Cardholders, Bank and/or the Card issuer;

(xv) add any tax to Transactions unless applicable law expressly requires that Merchant collect a tax. Any tax, if allowed, must be included in the Transaction amount and collected separately;

(xvi) disburse funds in the form of cash advances, or travelers cheques, if the sole purpose is to allow the Cardholder to make a cash purchase of goods or services from Merchant or otherwise;

(xvii) accept a Card to collect or refinance an existing debt deemed uncollectible;

(xviii) issue a Transaction credit for returned goods or services acquired in a cash Transaction;

(xix) make any cash refund to a Cardholder who has made a purchase with a Card. All Transaction credits must be issued to the same Card account number as the sale and may not exceed the amount of the original sale;

(xx) present to Bank any Transaction it knows or should have known to be fraudulent, not authorized by the Cardholder or not made pursuant to all applicable terms and conditions of this Agreement; or

(xxi) execute two or more Transactions for a single purchase or service or purchases consummated at a single time in order to avoid authorization.

(xxii) require the Cardholder to supply any personal information (e.g., home or business phone numbers; home or business address; or driver's license number) unless instructed by the

Authorization Center. One exception to this is for an Internet/mail/phone order or delivery-required Transaction and zip-code for a Card-present key-entered Transaction in order to obtain an Address Verification Service (AVS) request. A second exception exists in cases where the Card is not signed. The Merchant must review two pieces of positive identification such as a passport, driver's license or government issued picture identification bearing the Cardholder's signature and ask the Cardholder to sign the Card in order to proceed with the Transaction.

(xxiii) quote or otherwise advise Cardholders of the total Card Transaction amount in U.S. Dollars if the Transaction was completed in an Approved Currency other than U.S. Dollars. Such quotes significantly increase Cardholder inquiries and Disputes because the U.S. Dollar equivalent at the time of the Card Transaction is not necessarily the actual amount billed to the Cardholder due to fluctuating exchange rates between the Card Transaction date and Settlement of the Card Transaction.

(d) Process for Completion of Sales – "Card-Present."

(i) All "Card-Present" sales slips, drafts or other instruments acknowledging or recognizing the Transactions and credit vouchers submitted by Merchant to Bank will be completed to include either an electronic printing resulting from the use of an industry-compliant magnetic stripe reading Point-of-Sale (POS) device, or physical imprint of the Cardholder's Card, which shall contain: account number, Cardholder name, Merchant name, Merchant address, Merchant Internet address, city and state where the Transaction occurred, Merchant's account number, Merchant customer service telephone number, Transaction date, Transaction dollar amount, a brief description of goods purchased or leased, or services rendered, and the signature of the authorized user as it appears on the back of the Card. For Discover Network Transactions, the Transaction receipt or credit voucher must contain the signature of the authorized Merchant representative or employee that conducted the Transaction. Merchant understands and agrees that if the receipt is electronically printed, the Cardholder copy of the receipt must reflect only the last four digits of the Cardholder account number and preceding digits must be pre-filled by an "X", "*" or "#". Example: Cardholder Account Number: *****1234. The Merchant copy of the receipt may be required to reflect no more than the last four or five digits of the Cardholder account number depending upon state or local legislation enacted in the jurisdiction of Merchant's location. It is Merchant's responsibility to determine requirements of and comply with local and/or state legislation as applicable.

(ii) Merchant is responsible for determining that the presented Card has not expired, and that the Card contains the Cardholder's signature as shown on the reverse side signature panel of the Card. Merchant must also make sure the account number displayed on the terminal and/or the sales draft matches the embossed number on the Card. If Merchant can not or does not verify the account number and accepts the sale, Merchant may be subject to chargeback and could be debited for the amount of the Transaction, plus any chargeback fees or Payment Network fees.

(iii) If the Card's magnetic stripe is unreadable, Merchant will key-enter the Card number into the POS device, complete the Transaction by imprinting the Cardholder's Card and include the authorization code and all information indicated in subsections (d)(i) and (ii) above. Merchant must deliver a fully completed, legible copy of the Transaction to Cardholder at the time of Transaction. Merchant must also use Address Verification Service (AVS) to electronically verify

Cardholder's billing zip code from the Payment Network for face-to-face key entered sales. If Card's magnetic stripe cannot be read, Bank will pass on all applicable Payment Network interchange assessments it incurs to Merchant.

(iv) **Special Guidelines Regarding Unembossed Cards:** Visa, MasterCard and Discover Network now allow issuance of unembossed Cards, such as pre-paid gift Cards. The Cards may have laser-engraved or thermal printing of the account number. MasterCard has branded its Card offering as "MasterCard Electronic" and the logo on the Card reflects this terminology. Visa and Discover Network Cards will indicate "electronic use only" on the face of the Card. Card numbers and names, if present, on both Cards are smooth; in contrast to raised or embossed numbers on the Cards Merchant may be more familiar with today. The Cardholder must be physically present in order to complete a Transaction. If the Card is valid only in a country different from where the Merchant establishment is located, the Card may not be accepted. Otherwise, unembossed Cards may be accepted by any Merchant utilizing an electronic payments terminal, which is capable of reading the magnetic stripe. If the magnetic-stripe read fails, Visa and Discover Network recommend that the Merchant request another form of payment. Because the Card is not capable of being imprinted, Merchant will have to hand-write the Card number on the sales draft and/or key-enter the Transaction. If Merchant accepts an unembossed Visa or Discover Card without successfully swiping the magnetic-stripe, the Transaction could be subject to dispute and/or chargeback should the issuer dispute the Transaction. Merchant must not accept or submit a Transaction if the swipe cannot be successfully completed for MasterCard Electronic Card Transactions; no hand-keyed Transactions or hand-written sales drafts are allowed.

(v) **Cash Over Transactions** (i.e., the dispensing of cash by Merchant in connection with a Card sale or purchase) are not available for MasterCard or Visa Transactions. Only Merchants granted specific, advance permission by Bank may issue Cash Over in connection with a Discover Network Card Transaction provided the Transaction is conducted in compliance with the provisions in this Agreement and including the following additional requirements. Merchant must receive one positive authorization request for the aggregate total of the good/services purchase amount and the Cash Over amount of the Card Transaction. The Merchant must complete one Sales Draft and must include the purchase amount and the Cash Over amount. No minimum purchase amount is required for Merchant to offer Cash Over to a Discover Network Cardholder, provided that some portion of the total Card sale must be attributable to the purchase of good or services. The maximum amount of cash that a Merchant may issue as Cash Over is \$100. A Merchant must not issue Credit for the Cash Over portion of a Card Transaction.

(vi) Merchants participating in MasterCard's Quick Payment Service Program, Visa's Small Ticket, MasterCard's Small Ticket and/or certain Discover Network Transactions submitted under certain Merchant category codes approved by Discover Network with full track data and the sale amount is \$25 or less, are not required to obtain the Cardholders signature under certain conditions set forth by each program.

(e) Process for Completion of Sales – "Card-Not-Present." The following provisions apply to "Card-Not-Present" Transactions:

(i) **Limits on Transactions.** Card-Not-Present Transactions include mail, telephone, and electronic commerce Transactions. Merchant may only engage in Card-Not-Present Transactions to the extent reflected in the application as a percentage of total Card Transactions. Failure to adhere to this requirement may result in termination of this Agreement. Card-Not-Present Transactions

have a substantially higher risk of chargeback. Since Cards are not imprinted or magnetically swiped and the Cardholder's signature is not obtained on the sales draft, Merchant assumes all risk associated with Card-Not-Present Transactions. As to each Card-Not-Present Transaction, Merchant warrants to Bank that the person whose name is submitted to Bank as Cardholder either made or authorized another to make the purchase. Upon breach of this warranty, Bank may charge back the Transaction to Merchant. If Bank charges back the Transaction to Merchant, Merchant shall pay Bank the amount of the Transaction, any chargeback fee in the attached fee schedule, plus any Payment Network fine or assessment. Bank may charge such Transaction to the Operating Account without prior notice to Merchant.

(ii) Payment Network Requirements. The following procedures are required by the Payment Networks and Merchant agrees to follow these procedures and comply with these requirements. The following may also be useful in reducing chargebacks in a Card-Not-Present processing environment:

- Obtain Authorization. All Card-Not-Present Transactions must be electronically authorized. An authorization should be seen as an indication that account funds are available and Card has not been reported lost or stolen. It is not proof that the true Cardholder engaged in the Transaction.
- On the sales draft, clearly print the Cardholder's account number; effective and expiration dates; date of Transaction; description of the goods and services; amount of the Transaction (including shipping, handling, insurance, etc.); Cardholder's name, billing address and shipping address; authorization code; Merchant's name and address (city and state required) and in lieu of Cardholder's signature, a notation of (i) mail order (MO), (ii) telephone order (TO), (iii) e-commerce order (EO), or (iv) pre-authorized order (PO) on the signature line. Merchant understands and agrees that if the receipt is electronically printed, the Cardholder copy of the receipt may not reflect the effective and expiration dates and must reflect only the last four digits of the Cardholder account number and preceding digits must be pre-filled by an "X", "*" or "#". Example: Cardholder Account Number: *****1234. The Merchant copy of the receipt may be required to reflect no more than the last four or five digits of the Cardholder account number depending upon state or local legislation enacted in the jurisdiction of Merchant's location. It is Merchant's responsibility to determine requirements of and comply with local and/or state legislation as applicable.
- Utilize Visa Cardholder Verification Value 2 (CVV2), MasterCard Card Validation Code 2 (CVC2), or Discover Card Identification (CID). CVV2/CVC2/CID is a three-digit number imprinted on the signature panel of Visa, MasterCard, or Discover Network Cards, respectively, to help Card-Not-Present Merchants verify that the customer has a legitimate Card in hand at the time of the order. Discover Network Rules specifically require that Merchants submit the CID with the Authorization request for all Card-Not-Present Transactions. The Merchant asks the customer for the CVV2, CVC2 or CID code and then sends it to the Card Issuer as part of the authorization request. The Card Issuer checks the CVV2, CVC2 or CID code to determine its validity, and then sends a CVV2, CVC2 or CID result back to the Merchant along with the authorization. CVV2 is required on all Visa Cards. To protect CVV2, CVC2 and CID data from being compromised,

Payment Network Operating Regulations prohibit Merchants from knowingly or unknowingly keeping or storing CVV2, CVC2 or CID numbers once a Transaction has been completed and Merchant agrees that this data will not be kept or stored electronically or manually.

- If feasible, obtain and keep a copy of the Cardholder's signature on file on a form authorizing you to submit Card-Not-Present Transactions.
- Utilize Address Verification Service (AVS). Merchant must perform electronic address verification to verify Cardholder's billing address from the Payment Network for telephone, mail order, or e-commerce Transactions. Failure to do so may result in increased interchange fees. AVS is a separate process from obtaining an authorization and will provide a separate response. This service is designed to assist Merchants in reducing the risk of fraud by confirming whether certain elements of the billing address provided during a Card-Not-Present Transaction match the billing address maintained by the Issuing Bank. It is Merchant's responsibility to monitor the AVS responses and use the information provided to avoid high risk Transactions. It is recommended that the Merchant ship to the same address that received a "match" response code when AVS was performed. Discover Network Rules specifically require that Merchants receive a positive AVS match response for all submitted Card-Not-Present Transactions.
- Merchant must transmit a ticket/invoice number as part of the authorization. Failure to do so may result in increased interchange fees.
- Merchant must notify the Cardholder of shipping date (or delivery time frames), special handling, or cancellation policies. Disclosure of these time frames or policies does not prevent the Cardholder from disputing the Transaction.
- Merchant must not submit Transaction until the Merchant has shipped the goods or provided the service purchased by the Cardholder. Merchant must obtain proof of Delivery or other evidence of successful delivery of the goods or services as directed by the Cardholder and must retain proof of delivery or other evidence for 265 calendar days from the delivery date in case of a dispute of the Card Transaction. If Cardholder visits the Merchant's retail location to pick up the goods ordered, the Merchant must obtain an imprint of the Card as well as the Cardholder's signature.

(iii) Card-Not-Present Fraud Indicators. Card-Not-Present fraud indicators may include, but are not limited to, the following and when one or more indicators is true during a Card-Not-Present Transaction, fraud may be involved:

- First-time shopper. Criminals are always looking for new victims.
- Larger than normal orders. Because stolen Cards or account numbers have a limited life span, criminals must maximize the size of the purchase.
- Orders that include several of the same item. Having multiples of the same item increases a criminal's profits.

- Orders made up of “big ticket” items. These items have maximum resale value and therefore maximum profit potential.
- “Rush” or “overnight” shipping. Criminals want these fraudulently obtained items as soon as possible for the quickest possible resale; they are typically not concerned about extra delivery charges.
- Shipping to an international address. A significant number of fraudulent transactions are shipped to fraudulent Cardholders outside of the United States. Visa AVS cannot validate outside the United States, except Canada and the United Kingdom.
- Transactions with similar account numbers. The account numbers may have been generated using software available on the Internet.
- Shipping to a single address, but Transactions placed on multiple Cards. Could involve an account number generated using special software or a batch of stolen Cards.
- Multiple Transactions on one Card over a very short period of time. Could be an attempt to “run a Card” until the account is closed.
- Multiple Transactions on one Card or a similar Card with a single billing address but multiple shipping addresses could represent organized activity rather than one individual at work.
- In online Transactions, multiple Cards used from a single IP (Internet Protocol) address. More than one or two Cards could indicate a fraud scheme.
- Orders from Internet addresses that make use of free e-mail services. These e-mail services involve no billing relationships and often neither an audit trail nor verification that a legitimate Cardholder has opened the account.

If Merchant is suspicious of a Transaction, the Merchant must request a “Code 10” authorization as provided in section 1.5(a).

(iv) Additional Requirements for Completion of Electronic Commerce Transactions. Merchant must notify Bank in writing of its intent to accept Card Transactions over the Internet and obtain Bank approval prior to initiating the Transactions. Merchant agrees to comply with the requirements of this Agreement and those requirements of the Payment Networks for each Card Transaction processed over the Internet. The Merchant shall take all steps necessary to ensure all credit Card information received and transmitted via the Internet is encrypted to meet Payment Network Secure Electronic Transaction (SET) standards. Additionally, each Internet Discover Network Card Transaction accepted by Merchant and submitted to Bank shall comply with Discover Network standards, including, without limitation, Discover Network standards governing the formatting, transmission, and encryption of data, referred to as the “designated protocol.” The designated protocol for the encryption of data is Secure Socket Layer (SSL). Merchant must not accept any Internet Card Transactions unless the Transaction is sent by an Internet browser that supports the protocol. Electronic Commerce Merchants must

provide Bank with (1) the name of the company that issued their Digital Certificate; (2) their Digital Certificate Number; and (3) the expiration date of their Digital Certificate before engaging in any Internet commerce Transactions. In addition, the Electronic Commerce Indicator must be used to identify electronic commerce Transactions in the authorization request and clearing record. Penalties can be assessed for failure to use the correct Electronic Commerce Indicator. Merchant agrees that for Internet Transactions, copies of Transaction records will be delivered to the Cardholder electronically or in paper format. Cardholder account numbers will not be transmitted to Cardholders for Internet purchases. Merchant may not store or maintain the 3-digit CVV2/CVC2/CID value obtained from a Cardholder. As to each Electronic Commerce Transaction, Merchant warrants to Bank that the person whose name is submitted to Bank as Cardholder either made or authorized another to make the purchase. Upon breach of this warranty, Bank may charge back the Transaction to Merchant. If Bank charges back the Transaction to Merchant, Merchant shall pay Bank the amount of the Transaction, any chargeback fee in the attached fee schedule, plus any Payment Network fine or assessment imposed on Bank. Bank may charge all such amounts to the Operating Account without prior notice to Merchant.

If Merchant conducts Internet Transactions, Merchant's website must include:

- a posting of the Merchant's consumer data privacy policy,
- the method of Transaction security employed,
- a complete description of goods and services offered,
- a returned merchandise and refund policy,
- a customer service contact including Electronic Mail Address and/or telephone number,
- Transaction currency,
- delivery policy,
- export or legal restrictions,
- physical address of the Merchant's permanent establishment and its country of domicile on either the checkout page or within the sequence of the web pages during the checkout process.

The website must also prominently disclose that the sale or disclosure of Cardholder account numbers, personal information or Transaction information to third parties is prohibited.

Additional website requirements for Internet Payment Service Providers. An Internet Payment Service Provider must provide customer service through its website if the Cardholder accesses the Internet Payment Service Provider's website directly. The Internet Payment Service Provider must provide customer service either directly or through its sponsored Merchants.

(v) Recurring, pre-authorized orders. If Merchant accepts a pre-authorized recurring order, the Cardholder must execute and deliver to Merchant a written request for this pre-authorization. This written request, which may include on-line consent, must be maintained by Merchant and made available upon request to Bank. All annual billings must be reaffirmed at least once a year. Merchant will not deliver goods or perform services covered by a pre-authorization order after receiving notification from the Cardholder that the pre-authorization is canceled or from Bank that the Card covering the pre-authorization is not to be honored. An authorization approval

code may only be used once, as such a new authorization is required for each recurring charge. The floor limit for recurring bill payments is \$0. Merchant must always obtain an authorization and identify recurring bill payments in the authorization request as required by MasterCard, Visa and Discover. For all recurring Transactions, Merchant should submit the 3-digit Card validation code (CVV2/CVC2/CID) with the first authorization, but not subsequent authorization requests. Discover Network Rules specifically require that Merchant follows this Card Validation Code practice for Discover Network recurring Transactions. A recurring Transaction can NOT be deposited if an authorization request receives a negative response. Forced depositing of declined authorization requests is prohibited. If a Card expires during the term of the Cardholder's Recurring Payment Plan, Merchant must obtain a current Expiration date from the Cardholder and Merchant must obtain an approved Authorization response using the new expiration date before submitting to Bank any installment that comes due after the Card expiration date. Identify recurring bill payment Transactions in authorization and clearing record as required by MasterCard, Visa and Discover. The clearing record for recurring Transactions must contain Merchant contact information in the Merchant name or city field to enable the Cardholder to contact the Merchant directly. Partial payment for goods or services purchased in a single Transaction is NOT allowed. Finance Charges are not permitted on a recurring Transaction. The account number may not be used for any purpose other than for a recurring payment. All Transaction receipts for recurring electronic commerce Transactions must include the frequency and duration of the recurring Transactions as agreed to by the Cardholder on the Transaction receipt. "Recurring Transaction" must be written on the signature line of the Transaction receipt. Also, for Discover Network recurring Transactions, the Transaction receipt must include a general description of the Transactions, your Merchant name and a toll-free customer service number that the Cardholder may call to obtain customer assistance from you or to cancel the written approval for the recurring Transaction.

(f) Special Provisions Regarding Transaction Authorization and Submission. All Transactions must be authorized prior to completion of the Transaction. Generally, the authorization must be obtained on the Transaction date, except in special conditions such as in travel and entertainment Transactions, mail or phone orders, electronic commerce, or automated fuel dispenser Transactions. Additional fees will be imposed on Visa Transactions that have received positive authorization responses but are not subsequently submitted within twenty (20) days for travel and entertainment (T&E) Merchants and ten (10) days for all other Merchants; or for Visa Transactions that do not subsequently have the authorizations reversed within twenty-four (24) hours for Card-Present Transactions or within seventy-two (72) hours for Card-Not-Present Transactions, such as in the case of cancelled sales. Additional fees will also apply on Visa Credit Transactions if not subsequently submitted within ten (10) days for T&E Merchants and five (5) days for all other Merchants.

If a Discover Network sale is cancelled or if the amount of the Transaction changes following the Merchant's receipt of the positive authorization response for the sale, Merchant must call the Voice Authorization Center directly and request a cancellation of the authorization. An authorization may be cancelled at any time within eight (8) days of the receipt of the authorization, but must be cancelled before the Transaction is submitted to Bank for settlement, after which the authorization can not be changed. Discover Network Transactions not submitted for settlement within thirty (30) calendar days of the authorization request may be rejected and not funded or subject to higher interchange and other fees or subject to Dispute. Discover Network Credit Transactions must be submitted for settlement within ten (10) calendar days after Merchant has promised credit or the Transactions may be subject to dispute. In the case of even exchange of the same goods or services, Merchant must be

given a receipt indicating the even exchange; such receipt should not be submitted for settlement. Merchant must authorize all Card Transactions for the "known" check amount and not the amount plus estimated tip. If the amount authorized and the actual Transaction amount submitted for deposit do not match, Merchant will incur increased interchange fees except as noted in the following provisions.

Special provisions regarding gratuities:

(i) For Transactions conducted with a Visa Card: Restaurant and Fast Food Merchants are allowed up to 20% variance above the amount authorized. If the final amount exceeds the amount "pre-authorized" by more than 20%, the Merchant must perform a second authorization for the additional amount. If a second authorization is not performed, the additional amount may be subject to chargeback.

(ii) For Transactions conducted with a MasterCard Card: Restaurant, Fast Food and Drinking Place Merchants are not subject to a variance percentage but must perform a second authorization for the additional amount if the final amount exceeds the "pre-authorized" amount by more than 25%. Beauty Shop Merchants are allowed up to a 25% variance above the amount authorized and must perform a second authorization for the additional amount if the final amount exceeds the "preauthorized" amount by more than 25%. All other Merchants are allowed a 10% variance above the amount authorized and must perform a second authorization for the additional amount if the final amount exceeds the "pre-authorized" amount by more than 10%. If a second authorization is not performed, the additional amount may be subject to chargeback.

(g) Suspected Fraud. If Bank suspects fraud and terminates this Agreement as a result, Merchant will be reported to the "Combined Terminated Merchant File" as provided in Section 5.12 "Combined Terminated Merchant File". Merchant is responsible for the actions of its current and former employees.

(h) Travel and Entertainment Preauthorization. If Merchant is in a travel or entertainment business (e.g. car rental, hotel or other lodging business) that utilizes estimated pre-authorizations, then the following provisions apply:

(i) A Lodging Merchant must estimate Transaction amounts for Authorization based on the following:

- Cardholder's intended length of stay at check-in time
- Room rate
- Applicable tax
- Service charge rates
- Merchant's procedure for estimating additional ancillary charges
- Other allowed charges.

(ii) A Cruise Line Merchant may estimate Transaction amounts for Authorization as follows:

- The Merchant must base the initial Authorization Request on the Cardholder's signed statement of intent to purchase goods or services aboard ship for a Cardholder-specified amount.

- The Merchant may obtain additional amounts at any time on or between the Cardholder's embarkation date and disembarkation date, and must disclose any additional Authorizations to the Cardholder.

(iii) A Car Rental Company must estimate Transaction amounts for Authorization based on the following:

- Cardholder's intended car rental period
- Rental rate
- Applicable tax
- Mileage rates
- Other allowed charges

When the Cardholder waives insurance at the time of the rental, the estimated Transaction amount must **not** include charges that cover potential vehicle damages or the insurance deductible amount.

(iv) After completing the estimates, the Merchant must:

- Disclose the amount to be pre-authorized to the Cardholder.
- Obtain an authorization for the estimated amount and include the date, amount, and Authorization Code on the Transaction Receipt
- Promptly call the Voice Authorization Center to delete the authorization hold if the Cardholder decides to use another form of payment (e.g., cash, check, etc.). If a new Transaction takes place, a new imprinted and signed sales draft for the exact amount and new positive authorization response code for the amount must be obtained.
- Wait twenty-four (24) hours before attempting to reauthorize if a declined response is received on a Transaction.

(v) The Merchant may obtain a new pre-authorization if the actual charges or subsequent estimated charges exceed the initial estimated Transaction amount and must include the date, amount, and Authorization Code on the Transaction Receipt for each additional authorization. If an authorization request is declined, no charges occurring after that date will be accepted for that Cardholder.

(vi) The Merchant may obtain and must record Authorizations for **additional** amounts above any amount already authorized any time:

- On the check-in/embarkation date or the car rental pick-up date **or**
- Prior to the check-out/disembarkation date or rental return date

The Merchant must obtain a final Authorization and include the date, amount, and Authorization Code on the Transaction Receipt if the actual amount exceeds the sum of the authorized amounts plus 15 percent for Visa and MasterCard Transactions or plus 20 percent for Discover Network Transactions.

A final or additional Authorization is not required if the Transaction amount does not exceed the sum of the authorized amounts plus 15 percent for Visa and MasterCard Transactions or plus 20 percent for Discover Network Transactions.

(vii) When a Cardholder purchases multiple Airline or railway tickets at the same time on the same Account Number, the Merchant may obtain Authorization for each ticket individually.

(i) Special Provisions Related to Travel and Entertainment Transactions. Travel and entertainment Merchants may charge certain additional charges when the Cardholder has signed a guest folio or car rental agreement. Lodging Merchants may charge Cardholders additional charges for room, food and beverage charges, and taxes. Lodging Merchants must not require Cardholders to pay additional charges for damage or theft. Car rental Merchants may charge Cardholders additional charges for fuel, insurance, parking tickets, and moving violations. Car rental Merchants must not require Cardholders to pay for damage, theft, or insurance deductibles if the Cardholder has declined coverage. A copy of the Sales Slip reflecting all additional charges must be sent to the Cardholder.

(j) Transactions of Principals. Merchant agrees that it will not complete Transactions from Cards of owners, partners or officers unless they are routine Transactions, typical in the business, for actual goods or services. A violation of this restriction entitles Bank to terminate this Agreement.

(k) Examination of Statements. (i) Provision of Statements - Bank will provide a statement to Merchant at regular intervals when there is current activity on the Merchant Account. Merchant consents to electronic delivery of statements or any other common industry delivery channel chosen at Bank's discretion. Electronic delivery shall be deemed delivered when transmitted or when made available by Bank. USPS or private courier delivery shall be deemed delivered 3 business days after mailing or delivery to the carrier. Bank will endeavor to provide reasonable, prior notice to Merchant of any change in delivery channel using the then-current method of delivery or using Merchant's previously indicated delivery preference. Merchant may call the BB&T Merchant Client Support Center at 1-877-672-4228 to specify a preferred delivery channel at any time. If Merchant selects a preferred delivery method other than Bank's standard, current delivery method, Bank may charge Merchant a fee for this service.

(ii) Merchant will diligently examine its Merchant Transactions statement and report any questioned, disputed, or missing Transactions or fees within 90 days of receipt of statement. If a Merchant fails to raise any issues related to questioned or disputed Transactions or fees, or if a Merchant fails to report Transactions or fees that were not credited to the statement within 90 days, the statement is deemed to be correct.

1.6 Returns, Credits, Refunds and Adjustments. Merchant shall not discriminate between cash customers and Cardholder customers with respect to the granting of credit or making refunds. Any credit or refund policy of Merchant shall be determined solely by Merchant with regard to any particular sale or credit Transaction; provided however, if it is Merchant's policy to grant cash refunds to cash customers, Merchant must give a credit to a Cardholder customer by execution and submission of a Credit Voucher to Bank as specified below. Any credit or refund policy established by Merchant must be properly disclosed to Cardholder. Proper disclosure is defined as requiring Cardholder to sign a Sales Slip at the time of the Transaction disclosing Merchant's refund or credit policy regarding Card Transactions, including the following or similar wording, if applicable, which appears legibly on all copies of the Sales Slip, in block letters at least 1/4 inch high and in close proximity to the space provided for the Cardholder's signature or on an invoice issued at the time of the sale prior to the sales draft or invoice being presented to Cardholder for signature (it being provided, however, that Merchant's failure to use this precise wording does not necessarily mean that proper disclosure has not been given): "NO REFUNDS," "EXCHANGE ONLY," "IN STORE CREDIT ONLY," or any other language

which adequately describes Merchant's refund policy.

Merchant shall not make any cash refund to the Cardholder but must deliver promptly to Bank or Affiliate which received the related Sales Slip a Credit Voucher evidencing the refund or adjustment and completed as follows: Card account number, Cardholder name, Card expiration date, Merchant name, Merchant address, city and state where the Transaction occurred, Merchant's account number, date of credit Transaction, Transaction dollar amount, a brief description of the refund or credit, and the signature of the authorized user as it appears on the back of the Card.

1.7 Notice of Refund and Return Policy. If no refund or return will be permitted, Cardholder must be advised in writing that the sale is a "final sale" and "no returns" are permitted at the time of the Transaction. Cardholder also must be given written notice of any no-cash refund policy, exchange only or in store credit only. A writing is defined as requiring Cardholder to sign a sales Transaction slip at the time of the Transaction disclosing Merchant's refund or credit policy regarding Card Transactions. The written notice should include the following or similar wording, if applicable, which appears legibly on all copies of the sales Transaction, in block letters at least 1/4 inch high and in proximity to the Cardholder's signature, or on an invoice issued at the time of the sale prior to the sales draft or invoice being presented to Cardholder for signature: "NO REFUNDS," "EXCHANGE ONLY," "IN STORE CREDIT ONLY," or other language which adequately describes Merchant's refund policy.

Merchant shall follow Payment Network reservation /no-show Rules. Merchant must notify Cardholders in writing of this policy and all advance reservations. The Cardholder must be notified at the time of the reservation of the exact number of days required for reservation deposit refunds.

Lodging Merchants must not require more than 72 hour cancellation notification prior to the scheduled arrival date. If the Cardholder makes the reservation within 72 hours of the arrival date, the cancellation deadline must be no earlier than 6 p.m. on the arrival date or date guaranteed. If Lodging Merchant requires that a Cardholder cancel before 6 p.m. Merchant outlet time on the date guaranteed, the Lodging Merchant must mail the cancellation policy including the date and time that cancellation privileges expire to the Cardholder.

1.8 Payment Card Industry (PCI) Data Security Standard. All Payment Networks including Visa, MasterCard and Discover Network have collaborated in creating common industry requirements, known as the Payment Card Industry (PCI) Data Security Standard, to protect Cardholder data. This program is an alignment of Visa's Cardholder Information Security Program (CISP), MasterCard's Site Data Protection (SDP) and Discover Information Security and Compliance (DISC) Security Standards. For purposes of this Agreement, reference to the PCI Data Security Standard includes also CISP, SDP, DISC and/or any successor standards. The PCI Data Security Standard applies to Merchants that store, process, or transmit Cardholder data.

All Merchants that accept Cards must comply with the following security requirements:

- Merchant will implement and maintain all security requirements, as specified in the PCI Data Security Standards, copies of which may be obtained by visiting the Payment Networks' web sites at www.pcisecuritystandards.org, www.visa.com/cisp, www.masterCard.com/sdp or www.discovernetwork.com/fraudsecurity/disc.html. Merchant will be responsible for all fees and expenses at the inception of this Agreement and during on-going processing under this Agreement related to meeting the PCI Data Security Standard, including meeting the standards

summarized below, initial and ongoing security audits, or as may be required by Bank or by other Payment Network Rules.

- Merchant will immediately notify Bank, by giving written notice, of its use of all Qualified Security Assessor (QSA) or Approved Scanning Vendor (ASV) to bring it into compliance with the PCI Data Security Standards as well as to perform the required security audits meeting the requirements of the PCI Data Security Standards. Merchant agrees to use only Payment Network-approved QSA or ASV vendors.
- Merchant must validate compliance with PCI Data Security Standards by submitting required documentation to Bank. Documentation must also be made available to the Payment Networks upon request. Merchant agrees to provide documentation required to validate PCI Data Security Standard compliance at the time of Account opening and on an ongoing basis, consistent with the frequency standards under the PCI Data Security Standards. The documentation must include validation from a Payment Network-approved QSA or ASV vendor. Merchant acknowledges and agrees that in connection with PCI Data Security Standard audits performed by the QSA or ASV vendor, Bank will supply the vendor with certain information on Merchant and its customers in the possession of Bank and Bank will receive the results of the audit. Adherence to the PCI Data Security Standards does not guarantee that a security breach will not occur, nor does it guarantee that subsequent fines from Payment Networks will not occur.
- Merchant must use Third Party Providers (TPPs), Data Storage Entities (DSEs) and/or third-party application software that meets or exceeds PCI Data Security Standards and applicable Payment Network Rules. Merchant agrees to notify Bank, in writing, regarding the use of any TPP, DSE or third party application software prior to engagement or installation as provided in Section 7.3.
- Merchant must ensure that it and any of its TPPs or DSEs implements and maintains all security requirements, as specified in the PCI Data Security Standards.
- Merchant must notify Bank by phone at 1-877-672-4228 immediately, and in no event more than 24 hours after becoming aware of any suspected or confirmed loss or theft of materials or records that contain account information. This information will then be communicated by Bank to the Visa U.S.A. Fraud Control, MasterCard Compromised Account Team and Discover Fraud Investigations. In the event of a suspected or confirmed loss or theft of materials or records that contain account information, Merchant must both:
 - Demonstrate its ability to prevent future loss or theft of account or Transaction information, consistent with the requirements of the PCI Data Security Standards; and
 - Allow Bank, the Payment Networks or an independent third party acceptable to Payment Networks, to verify this ability by conducting a security review. Any cost incurred to conduct the security assessment following a potential compromise will be the sole responsibility of the Merchant, along with any chargeback or other fees and any fines imposed on Bank by the Payment Networks for non-compliance or for compromise events regardless of compliance status.
 - In the event of a suspected or confirmed security breach involving Transactions and/or data of any of the Payment Networks, Merchant must provide Bank and/or Payment

Networks with the following information: (i) the date of the breach; (ii) details concerning the data compromised (e.g. account numbers and expiration dates, Cardholder names and addresses, etc.); (iii) the method of such breach; (iv) Merchant's security personnel contacts; (v) the name of any person (including law enforcement) assisting Merchant with the investigation of such breach; and (vi) any other information which Bank reasonably requests from Merchant concerning such breach, including forensics reports. Merchant shall provide such information as soon as practicable, and the items listed in (i) – (v) shall be provided to Bank in any event within 48 hours of your initial notification to Bank of the breach. The Payment Networks reserve the right to conduct on-site visits to ensure compliance with its requirements.

- Merchant agrees to comply, as required, with the PCI Data Security Standards, which include, but are not limited to, the following:
 - Install and maintain a firewall configuration to protect data
 - Do not use vendor-supplied defaults for system passwords and other security parameters
 - Protect stored data
 - Encrypt transmission of Cardholder data and sensitive information across public networks
 - Use and regularly update anti-virus software
 - Develop and maintain secure systems and applications
 - Restrict access to data by business need-to-know
 - Assign a unique ID to each person with computer access
 - Restrict physical access to Cardholder data
 - Track and monitor all access to network resources and Cardholder data
 - Regularly test networks
 - Maintain a policy that addresses information security
- Merchant also agrees to implement and maintain any and all security measures necessary to physically protect and secure all hardware devices, including but not limited to credit Card terminals, PIN pads, check readers, and electronic cash registers, in order to prevent unauthorized access and use. Bank strongly recommends employing password-protection on all devices which allow this feature.

II. Submission, Fees and Settlement

2.1 Delivery of Sale and Credit Transactions. On a business day basis, or in accordance with the applicable Payment Network Transaction presentment time frames, Merchant will electronically present all Card Transactions permitted under this Agreement to Bank, which are subject to billing to Cardholder in each case, except the following: (a) where the Transaction will not be presented until the goods are shipped or the services performed, and (b) where Merchant requests and receives authorization for delayed presentment from the authorization center (in which case, the authorization number and words "Delayed Presentment" must be legibly noted on the sales Transaction and presentation must then be made within the period permitted for delayed presentment). If sales Transactions are not cleared within twenty-four (24) hours from the time of sale, Bank shall pass all applicable Payment Network interchange assessments it incurs for delayed presentment to Merchant.

Payment Networks may reject for settlement Card Transactions not presented within thirty (30) calendar days of the Card Transaction date or if Card Transactions are presented with missing, invalid or unreadable data; in such cases, Bank will not be required to fund or reimburse Merchant for the Card Transactions and Transactions may be subject to higher fees or subject to dispute.

2.2 Merchant Fees. Merchant shall pay Bank all fees specified on the attached fee schedule(s) or Merchant Pricing Offer Letter as may be amended by Bank from time to time. The fees set forth in this Agreement are based on assumptions associated with the anticipated annual volume and average Transaction size for all Services as set forth in this Agreement and Merchant's method of doing business. If the actual volume or average Transaction size are not as expected or Merchant significantly alters their method of doing business, Bank may adjust the Merchant's discount fee and Transaction fees without notice.

For Transactions that do not qualify for the appropriate interchange rates, the standard Payment Network interchange rates and assessments will apply, which may be higher for non-qualifying Transactions, plus an interchange surcharge. Any such amendment to the fees shall be directly attributed to increases in Payment Network pass-through fees or due to any increase in communications costs charged to Bank by communications common carriers. Such increases shall, without prior notice, become effective as of the date of change.

Bank may increase non-Payment Network fees or charges within its control upon fifteen (15) days prior written notice. Merchant may, upon written notice, terminate this Agreement within 15 days of receipt of Bank's notice of increased charges.

Merchant agrees that Bank will deduct Merchant fees from the Operating Account on a monthly basis. Merchant also agrees to pay Bank the amount of any fees, charges or penalties assessed against Bank by any Payment Network or issuer for Merchant's violation of the Rules, or relating to any additional requirement imposed by any Federal or state governmental agency or regulatory authority. Merchant further agrees to contract directly for and to pay for services related to compliance validation for PCI Data Security Standards and payment of any fines assessed against Bank resulting from non-compliance or compromise events.

Without limiting the foregoing, Bank shall have the absolute and unconditional right to increase discount rates and/or Transaction fees if Merchant or Merchant's Transactions do not satisfy eligibility requirements of any applicable Payment Network for minimum interchange fees. Merchant shall pay Bank all fees specified in this Agreement and any additional pricing supplements, as may be amended by Bank from time-to-time. The Discount Rate percentage, applicable interchange fees, assessment fees, surcharges and per item fees are calculated on the gross Visa, MasterCard and Discover Network sales processed by Merchant. If Merchant's Visa, MasterCard and Discover Network Transaction(s) fail to qualify for the interchange level contemplated in the rates set forth, Merchant will be billed for the difference between the qualifying interchange rate and the higher applicable interchange rate, plus an additional interchange surcharge outlined in the attached fee schedule(s) or Merchant Pricing Offer Letter.

2.4 ACH Authorization. To the extent the Automated Clearing House (ACH) process is used to effect debits or credits to Merchant Deposit Account, the undersigned agrees to be bound by the terms of the operating rules of the National Automated Clearinghouse Association, as in effect from time to

time. The undersigned Merchant authorizes Bank and its Affiliates to initiate credit and debit entries and adjustments to Merchant Deposit Account through the ACH settlement process and/or through direct instructions to (or such other arrangements as we deem appropriate) the financial institution where the Merchant's Deposit Account is maintained for amounts due under this Agreement and under any agreements with Bank or our Affiliates for any related services, as well as for any debit or credit entries made in error. Merchant hereby authorizes the financial institutions where its Merchant Deposit Account is maintained to affect all such debits and credits to Merchant's Deposit Account.

2.6 Billing. All amounts Merchant owes Bank may be charged to either the Operating Account designated, recouped by adjustment of any credits due to Merchant or set off against any account or property Bank holds for or on behalf of Merchant. All funds received by Bank for Merchant sales are property of Bank until Bank determines, in its sole discretion, that all such funds result from legitimate sales by Merchant made in compliance with all Payment Network Rules and this Agreement. Subject to the provision of any warranty of Merchant hereunder, all payments to Merchant will be the amount of sale Transactions submitted less credits. Any payment made by Bank to Merchant will not be final but shall be subject to subsequent review and verification by Bank. If Bank, as a result of Merchant's failure to comply with settlement procedures in this Agreement, is unable to deliver payments otherwise due Merchant, such payments shall be earned compensation of Bank. The discount and other fees will be collected by Bank on a monthly basis, or may be collected by a combination of monthly collection of other fees and a daily collection of discount and interchange fees prior to crediting the Merchants Operating Account. In the event that Merchant fails to meet any of its payment obligations under this Agreement, in addition to any other remedies it may have, Bank may retain a third party to collect what is due from Merchant.

2.7 Retention of Original Sales Information. Merchant must retain all original documentation relating to Transactions for at least six (6) months from the date of the Transaction and retain copies of all such data for at least eighteen (18) months from the date of the Transaction. At the request of Bank, Merchant must provide Transaction information to Bank, within seven (7) days of receipt of written or electronic request from Bank. Failure to meet such time frame, or non-delivery of any item, or delivery of an illegible copy of an item requested by an issuer will constitute a waiver by Merchant of any claims and may result in an irrevocable chargeback for the full amount of the Transaction. Electronic records of such information will satisfy the requirements in this paragraph.

2.8 Storage of Card Transaction Information. Merchant or its agent must store all media containing Cardholder Account Numbers or imprints (such as Transaction Receipts, car rental agreements, hotel folios, Transaction Reports, and carbons) in a secured area limited to selected personnel; and render all data unreadable prior to discarding.

Merchant or its agent must not retain or store magnetic-stripe data, knowingly or unknowingly, subsequent to Authorization of a Card Transaction. In addition, Merchant or its agent must not retain or store Card Verification Value 2 (CVV2), Card Validation Code 2 (CVC2) or Card Identification Data (CID), knowingly or unknowingly, subsequent to Authorization of a Card Transaction. This data must not be retained or stored electronically or manually.

2.9 Disclosure of Card Transaction Information. Merchant must not disclose a Cardholder Account Number, personal information or other Card Transaction Information to third parties other

than to the Merchant's agents, Bank, or to Bank's Agent for the sole purpose of:

- Assisting the Merchant in completing the Transaction or;
- As specifically required by law.

Merchant must not, in the event of its failure, including bankruptcy, insolvency, or other suspension of business operations, sell, transfer, or disclose any materials that contain Cardholder Account Numbers, personal information, or Card Transaction Information to third parties. The Merchant must:

- Return this information to Bank or;
- Provide acceptable proof of destruction of this information to Bank.

2.10 Use and Disclosure of BIN Information. Merchant or its agent that receives BIN information from Bank must not use such information for any reason other than to identify Debit Category products at the point-of-sale, unless authorized by Visa U.S.A., MasterCard and Discover Network.

III. Chargebacks, Claims or Disputes

3.1 Recourse to Merchant. The acceptance by Bank of any Transaction processed in accordance with the terms of this Agreement will be without recourse to Merchant, except for Card-Not-Present Transactions, if Merchant violates its obligations otherwise indicated in this Agreement, and in the following circumstances:

(a) the Transaction was forced based on a pre-authorization form and the Card on which the authorization was based has been canceled and Merchant was so notified prior to the Transaction;

(b) the Card giving rise to the Transaction was canceled and prior to, or at the time of the Transaction, Merchant received notice of the cancellation through electronic terminal, in writing or otherwise;

(c) Bank or issuer has received a complaint from or on behalf of a Cardholder stating that there is an unresolved dispute or defense to a charge (whether or not valid) between Merchant and Cardholder, provided that Merchant retains the right to challenge (represent) such chargebacks per the Rules. Notwithstanding, until Bank has notice in writing with documentation from the Payment Network that the chargeback has been reversed, Bank reserves the right to take any actions consistent with the existence of a chargeback;

(d) The Cardholder makes a written complaint to Bank or issuer that the Cardholder did not make or authorize the Transaction, and that the goods or services identified in a Transaction were not delivered or were returned, rejected or defective and Merchant has failed either to perform any obligations agreed to or issue a credit Transaction to the Cardholder in the proper amount;

(e) Bank did not receive Merchant's response to a retrieval request within seven (7) business days or any shorter time period required by the Rules;

(f) A set-off or counterclaim of any kind exists in favor of any Cardholder against Merchant that

may be asserted in defense of an action to enforce payment against the Cardholder in a Transaction;

(g) A Transaction is charged back by an issuer; or

(h) Any representation or warranty made by Merchant in connection with the Transaction or this Agreement is false or inaccurate in any respect.

In any such case, Bank shall not be obligated to accept a Transaction for credit to the Operating Account. If Bank has credited the Operating Account or for such Transaction, Bank may return the Transaction to Merchant and Merchant must pay Bank the amount of the Transaction. Bank will provide notice to Merchant, in accordance with this Agreement, of any chargeback, claim or dispute however; Merchant agrees that Bank, without prior notice to Merchant, may (i) charge the amount of the Transaction to the Operating Account or as otherwise permitted in this Agreement; (ii) recoup the amount of the Transaction by adjustment of the credits due to Merchant; or (iii) set off the amount of the Transaction against any account or property Bank or its Affiliates holds for or on behalf of Merchant. If Merchant disagrees with a chargeback Transaction, Merchant must so notify Bank in writing within five (5) days of the chargeback, and provide documentation that the dispute has been resolved to Cardholder's satisfaction, or proof that a credit has been issued and proof from the Payment Network that the chargeback has been reversed.

3.2 Resolution of Claims and Disputes. All claims and disputes of any kind and for any reason asserted by any Cardholder respecting any sale or lease of goods or performance of services evidenced by a Transaction must be resolved directly between Merchant and Cardholder. Merchant will fully cooperate with Bank in connection therewith. If any money is determined to be due Cardholder in resolving any such dispute or claim, it will not be paid in cash by Merchant but rather through Bank or its Affiliate deducting the amount from the Operating Account and crediting the Cardholder's Card account. Merchant shall properly execute and deliver to Bank a credit Transaction to process the credit. If unresolved disputes occur with a frequency unacceptable to standards as noted in the Rules, Bank may terminate this Agreement. Merchant agrees to maintain the following information in writing with respect to each claim or defense asserted by a Cardholder for which Merchant has received notice:

(a) The Cardholder's name;

(b) The Card account number;

(c) The date and time the Cardholder asserted the claim or defense;

(d) The nature of the claim or defense; and

(e) The action, which Merchant took in an attempt to resolve the dispute.

Upon request by Bank, Merchant shall furnish this information in writing within three (3) days.

3.3 Payment Network Compliance. The Payment Networks have established guidelines, Merchant monitoring programs and reports to track Merchant activity such as, but not limited to excessive credit and chargebacks, and increased deposit activity. In the event the Merchant exceeds

the guidelines or submits suspicious Transactions as identified by a Payment Network or any related program or report, Merchant may be subject to: program requirement modifications; incremental chargebacks and/or fees; settlement delay or withholding; termination of Merchant Agreement; placement of Merchant on "Combined Terminated Merchant File" or audit and imposition of fines.

IV. Warranties and Limitation on Liability

4.1 Warranties and Powers of Merchant. Merchant warrants that it has obtained all necessary regulatory approvals, certificates and licenses to provide any goods and services it intends to offer and that it will fully comply with all Federal, state and local laws, Rules and regulations, as amended from time to time, including those relating to deceptive advertising, privacy rights, the Federal Truth-in-Lending Act, Regulation Z of the Board of Governors of the Federal Reserve System and other consumer protection laws.

As to each Transaction presented to Bank, Merchant warrants that:

- (a) it has complied with all of its obligations under Section I above;
- (b) the Transaction is valid in form and has been completed in accordance with current instructions, if any furnished by Bank to Merchants, and the Rules;
- (c) Merchant has delivered Merchant's merchandise to the Cardholder signing such Transaction or completed Merchant's service described in accordance with Merchant's underlying agreement with the Cardholder;
- (d) each sales Transaction represents the Cardholder's indebtedness to Merchant for the amount shown;
- (e) Cardholder has no defense, right of offset, or counterclaim against Merchant in connection with the purchase or lease of the goods or services;
- (f) Merchant has not charged Cardholder any separate or additional fee(s) or surcharge, or required Cardholder to pay any part of any charge imposed on Merchant by Bank in connection with a Transaction. The foregoing does not prohibit Merchant from extending discounts to customers paying cash, check, or any other means other than by Card, provided such discounted price is presented as a discount from the standard price available for all other means of payments;
- (g) the customer's true identity as an authorized user of the Card, unless Merchant obtains and notes legibly on the Transaction independent evidence of the customer's true identity;
- (h) it is not submitting any charges for purchases from any entity other than Merchant. This activity, commonly known as credit Card "Factoring" or "Laundering," is a frequent source of improper charges. Charges not approved by the Cardholder have a high probability of chargebacks up to the entire amount of charges submitted, with corresponding financial loss to Merchant, and may be a violation of criminal law.

4.2 Exclusion of Liability. Neither Bank nor its Affiliates will be liable to Merchant or Merchant's customers or any other person for any of the following:

(a) Any loss or liability resulting from the denial of credit to any person or Merchant's retention of any Card or any attempt to do so;

(b) Any loss caused by either a Transaction downgrade resulting from defective or faulty hardware and/or software to the extent said software is owned or licensed by Merchant; and

(c) The unavailability of services caused by the termination of Merchant contracts with computer hardware vendors, processors or installers.

4.3 Limitation on Damages. In no case shall Merchant be entitled to recover direct damages from Bank or its Affiliates which exceed the fees paid to Bank pursuant to this Agreement during the six (6) month period immediately prior to the event giving rise to the claim for damages, net of Payment Network interchanges, assessments and fines.

NEITHER BANK NOR ITS AFFILIATES SHALL BE LIABLE FOR ANY PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES TO MERCHANT OR TO ANY THIRD PARTY IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE SERVICES PERFORMED BY BANK OR ITS AFFILIATES PURSUANT TO THIS AGREEMENT.

MERCHANT ACKNOWLEDGES THAT NEITHER BANK NOR ITS AFFILIATES HAVE PROVIDED ANY WARRANTIES, EITHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE AND NON-INFRINGEMENT REGARDING THE SERVICES PROVIDED HEREUNDER.

SHOULD THERE BE ERRORS, OMISSIONS, INTERRUPTIONS OR DELAYS RESULTING FROM BANK'S PERFORMANCE OR FAILURE TO PERFORM OF ANY KIND, BANK'S LIABILITY SHALL BE LIMITED TO CORRECTING SUCH ERRORS IF COMMERCIALY REASONABLE OR SUPPLYING SUCH OMISSIONS IN THE WORK PRODUCT IN WHICH THEY HAVE OCCURRED, WHICH SHALL BE MERCHANT'S SOLE AND EXCLUSIVE REMEDY THEREFORE.

4.4 Responsibility. Merchant is precluded from agreeing to indemnify or hold harmless Bank or any other party from and against any losses related to the Other Agreements. Although precluded from giving an indemnification or agreeing to hold the Bank harmless, Merchant shall, to the extent provided by state law, be responsible for its performance and the performance of its officers and employees related to this Agreement and does not request that Bank assume liability for the performance of Merchant and/or its officers and employees under this Agreement. As a matter of state law, Merchant is subject to certain legal actions related to tort and contract claims. A breach of contract action or applicable laws including but not limited to the state Uniform Commercial Code, are Bank's remedy if it believes it has suffered any losses as a result of Merchant's breach of this Agreement and Merchant accepts liabilities raised under such laws.

V. Other Contract Terms

5.1 Term. Between Merchants and Bank, this Agreement is effective when signed by all parties and, unless sooner terminated in accordance with this Agreement, shall remain in effect for the remainder of the fiscal year in which the account was opened. This Agreement will renew automatically for successive terms of one (1) year each, unless one party provides notice of termination to the other party at least sixty (60) days prior to the end of the current term. Early termination of this Agreement by Merchant within one year from the date of signing by all parties will

result in a termination fee of \$295 per terminated Merchant Account. Early termination of this Agreement at any time during the second or third year from the date of signing or within any successive one (1) year renewal term will result in a termination fee of \$195 per terminated Merchant Account. Termination of this Agreement by Bank, in accordance with Sections 5.10 and 5.11, at any time prior to the expiration of the applicable term of the Agreement will result in a termination fee of \$295 per terminated Merchant Account. Merchant agrees that the early termination fee is not a penalty, but rather is reasonable in light of the financial harm caused by the Merchant's early termination. Bank will use best efforts to debit the Merchant's Operating Account in the amount of the termination fee within (sixty 60) days of receipt of Merchant's notice of termination. Regardless of which party terminates this Agreement, all existing obligations, warranties, indemnities and Agreements with respect to Transactions entered into before such termination will remain in full force and effect and Merchant will remain liable for all obligations to Cardholders and Bank incurred while this Agreement is in effect. Prior to termination, Bank remains liable for providing settlement to Merchant for those Transactions subject to the exceptions noted in this Agreement by Bank. Bank may terminate this Agreement for convenience and without cause by giving written notice to Merchant at any time during the initial term of this Agreement, or any renewal, effective thirty (30) days after such notice.

5.2 Taxes. Each party hereto will report its income and pay its own taxes to any applicable jurisdiction. If Bank is required to pay any taxes, interest, fines, or penalties owed by Merchant, said amount shall become immediately due and payable by Merchant to Bank. If excise, sales or use taxes are imposed on the Transactions, Merchant shall be responsible for the collection and payment thereof. Bank is entitled to recover any taxes paid by it for Merchant from Merchant immediately after payment.

5.4 Confidentiality. Subject to the Georgia Open Records Act O.C.G.A. §50-18-70 et. seq. Merchant shall treat all information received in connection with this Agreement confidential. Merchant shall prevent the disclosure of this information except for necessary disclosures to affected Cardholders, to Bank, to issuers, and to financial and legal advisors.

5.6 Amendments to this Agreement. Bank may amend provisions of this Agreement or add Cards or services listed in the attached schedule(s) by notifying Merchant in writing of any amendment. Merchant consents to written notice provided through any common delivery channel indicated by Bank, including USPS mail, private courier, electronic delivery, etc., unless Merchant specifies a delivery preference to Bank by calling the BB&T Merchant Client Support Center at 1-877-672-4228 or writing to us your specific request at Bank address found in §5.9. Electronic delivery shall be deemed delivered when transmitted or when made available by Bank. USPS or private courier delivery shall be deemed delivered 3 business days after mailing or delivery to the carrier.

There are certain computer hardware and software requirements needed to review and receive Account information and notices electronically. These minimum operating system requirements are:

- Internet Explorer® 6.0 sp2 or higher
- Adobe® Reader version 8.0 or higher
- Adobe Flash Player version 9 or higher
- HTTP1.1 must be active.
- SSL3 must be active.
- Show images must be on.
- Scripting must be active.
- Cookies must be active.

- Pop-up windows should be allowed to pop-up and not be forced into a new window/tab or blocked from view. If a pop-up blocker is enabled on Merchant's browser, the pop-up blocker needs to allow pop-up windows for www.mreports.com.

Bank will give 15 days' prior written notice of such amendments, unless the amendments are due to changes in Payment Network Rules or for security reasons, in which case a shorter notice may be given. Bank may not voluntarily delete Cards without Merchant's explicit consent unless there is a material change in the relationship between such Payment Networks and Bank. All provisions of this Agreement shall apply to Cards or services added to this Agreement. Bank shall notify Merchant of the fees to be charged for processing the additional Cards and services. Acceptance by Merchant of a new approved Card as payment for a Transaction or use of a new service after Bank has sent Merchant notice of an amendment shall constitute Merchant's agreement to the amendment and the fees or charges related to these additions.

5.8 Information Sharing. Merchant understands and agrees that Bank may disclose any information gathered by us (a) to Bank's affiliates (i.e., companies related to us by common control or ownership) that offer financial products or services, including but not limited to those identified in the Agreement and to Bank's administrative or service units that perform such functions; (b) to non-affiliated companies to assist Bank in providing the products and services Merchant has requested; or (c) as required by the Payment Networks, Rules, or applicable local, state or Federal laws, or regulations.

5.9 Account Maintenance.

(a) Merchant agrees to the following provisions regarding Account maintenance:

(i) Merchant agrees that it must call Customer Service at 1-877-672-4228 immediately if there is a change to the Demand Deposit Account (DDA) Number ("Operating Account"). Bank may require, at its discretion that the change request be made in writing. If the DDA is held at a financial institution other than BB&T, Bank will require a voided check drawn on the new DDA to be submitted with the written request for verification purposes.

(ii) Merchant agrees that it must call Customer Service at 1-877-672-4228 immediately if there is a change in ownership, ownership structure, Federal tax identification number, type or kind of business, processing method, or in Merchant's third party provider(s). Merchant must notify Bank in writing if it agrees to obligate and pledge its future credit Card receivables as collateral to a third party entity offering a Cash Advance Loan program or a credit Card Receivables Purchase Program. Merchant is also required to notify Bank in writing if it offers clients the opportunity to purchase a gift Card and/or gift certificate with payment by credit Card. Bank reserves the right to require execution of a new Agreement with respect to any of these changes.

(iii) Merchant agrees that Bank may require, at its discretion, any changes to the company DBA Name, address, or telephone/facsimile number to be made in writing.

(iv) Merchant agrees to notify Bank of its intent to discontinue use of Merchant Account(s) and/or prior to initiating an agreement with another provider for similar

payment acceptance services. Monthly fees as specified in this Agreement will be assessed until the Merchant notifies bank of its intent to close Account(s).

(b) Written correspondence should be mailed to the following address:

Branch Banking and Trust Company
P.O. Box 200 Wilson, North Carolina 27894

(c) In the event the Merchant fails to notify Bank of aforementioned events as required by this Agreement, Bank may terminate the Agreement.

5.10 Termination of Agreement by Bank.

(a) Bank may terminate this Agreement upon fifteen (15) days' written notice to Merchant under any of the below listed circumstances:

(i) In the opinion of Bank, there is substantial negative change in the Merchant's business or financial position, including but not limited to any BB&T account not in good standing;

(ii) Chargebacks exceed Payment Network Rules, or appear to be the result of fraudulent Transactions, as defined by the Payment Networks. Bank will provide Merchant with information defining the Payment Network guidelines which, at present, do not require termination for negligible violations that do not exceed two (2) months;

(iii) Material breach of the Agreement by Merchant;

(iv) Merchant fails to provide financial statements suitable to Bank on request; provided that those statements are the same as those provided to Merchant's board of directors and investors;

(v) Any transfer of the voting control of Merchant or a sale of substantially all of Merchant's assets; or

(vi) The death of any guarantor.

(b) Bank may terminate this Agreement immediately, without notice in the following circumstances and, in such event, place all funds otherwise due Merchant on hold for not less than one hundred eighty (180) days or until such time as questions regarding any Transaction have been resolved to the complete satisfaction of Bank in its sole discretion:

(i) Any act of fraud, dishonesty or unethical behavior is committed by Merchant, its employees, contractors and/or agents or Bank believes in good faith that Merchant, its former or current employees, contractors and/or agents have committed, are committing or are planning to commit any acts of fraud or misrepresentation in connection with Transaction processing;

(ii) Any representation or warranty made by Merchant in this Agreement or the Merchant Application is not true or correct, in a material respect;

- (iii) A receiver is appointed for any of Merchant's property;
- (iv) Any proceeding is instituted to seize any of Merchant's property;
- (v) Merchant fails to maintain sufficient funds in the Operating to cover the amounts due to Bank hereunder;
- (vi) Merchant files, or has filed against it, a petition under any bankruptcy or insolvency law;
- (vii) As a requirement of Bank by any Regulatory and/or external auditing agencies;
- (viii) Merchant or any of its subcontractors or vendors is listed on the US Department of Treasury's Office of Foreign Assets Control (OFAC) list of Specially Designated Nationals and Blocked Persons, or any state or Federal regulator or law enforcement agency requires Bank to Terminate the Agreement for US foreign policy or national security purposes. Termination under this section shall relieve Bank from any further payment or performance obligation of any kind under this Agreement, whether currently due or past due. If Bank or its affiliates has any other contracts with Merchant, it or they may also terminate those agreements under this Section.
- (ix) Merchant fails to adhere to any of the requirements of the PCI Data Security Standards;
- (x) Merchant fails to adhere to any of the terms governing Card acceptance in this Agreement including requirements of the Payment Networks Rules; or
- (xi) Merchant's business operations do not comply with the Requirements of Law applicable to the Merchant, Bank or Payment Networks or Merchant's business operations cause Bank or are likely to cause Bank to violate Requirements of Law applicable to Bank, regardless of the jurisdiction in which the Merchant accepts or conducts Card Transactions.

Bank may selectively terminate one or more of Merchant's approved locations without terminating this entire Agreement. In the event of termination, all obligations of Merchant incurred and existing under this Agreement prior to termination will survive the termination. Merchant's obligations with respect to any Transaction will be incurred and existing on the Transaction date.

5.11 Terminated Merchant File. If this Agreement is terminated for cause, Merchant acknowledges that Bank may be required to report Merchant's business name and the names and other information regarding its principals to the Terminated Merchant Files maintained by the Payment Networks. Such reporting may result in Merchant never being allowed to accept Cards again with any other Merchant service provider. Merchant expressly agrees and consents to such reporting if Merchant is terminated as a result of the occurrence of an Event of Default or for any reason specified by the Payment Networks.

5.12 Cooperation. In their dealings with one another, each party agrees to act reasonably and in good faith and to fully cooperate with each other in order to facilitate and accomplish the matters

contemplated hereby.

5.13 Force Majeure. The parties will be excused from performing any of their respective obligations under this Agreement which are prevented or delayed by any occurrence not within their reasonable respective control, including but not limited to strikes or other labor matters, destruction of or damage to any building, natural disasters, accidents, failure of suppliers, riots or any regulation, rule, law, ordinance or order of any Federal, state or local government authority. Force majeure includes the other party's failure to perform under this Agreement in a timely manner due to conditions that affect the Internet. In the event a force majeure event (other than Merchant's failure to perform) interferes with Bank's performance of the service, Bank will immediately take commercially reasonable steps to mitigate the force majeure as quickly as commercially reasonable to do so. If the force majeure continues for thirty (30) or more days, Merchant, at its sole option, may immediately terminate this Agreement upon written notice.

5.14 Waiver. To the extent that Merchant becomes a debtor under any chapter of title 11 of the United States Code and such event does not result in the termination of the Agreement, Merchant hereby unconditionally and absolutely waives any right or ability that Merchant may otherwise have had to oppose, defend against or otherwise challenge any motion filed by Bank for relief from the automatic stay of 11 U.S.C §362 (a) to enforce any of Bank's rights or claims under this Agreement.

5.15 Financial Accommodations. Bank and Merchant intend this Agreement to be construed as a contract to extend financial accommodations for the benefit of Merchant.

5.16 Interest on Default. If Bank terminates this Agreement, all of the Merchant's monetary obligations under this Agreement shall immediately be due and payable, without notice.

5.17 Parties in Interest, Limitation of Rights of Others. Except as otherwise provided in this Agreement, the terms of this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement, whether express or implied, will be construed to give any person other than the parties any legal or equitable right, remedy or claim under or in respect to this Agreement or any covenants, conditions or provisions contained in this Agreement.

5.18 Severability. If any provisions of this Agreement shall be held, or deemed to be, or shall, in fact be, inoperative or unenforceable as applied in any particular situation, such circumstance shall not have the effect of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses or paragraphs herein contained shall not affect the remaining portions of this Agreement or any part hereof.

5.19 Bank Secrecy Act Notice – Important Information About New Accounts. To help the United States Government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. Therefore, Bank will ask for names, addresses, dates of birth and other information allowing Bank to identify and retain information on certain individuals associated with this Agreement on behalf of Merchant. We may ask to see a driver's license or other identifying information.

5.20 Notices. All notices, requests, demands or other instruments that may or are required to

be given by any party hereunder and are not specified elsewhere in the Agreement shall be in writing and each shall be deemed to have been properly given when (i) served personally on an officer of the party to whom such notice is to be given, (ii) upon expiration of a period of three (3) business days from and after the date of mailing thereof when mailed postage prepaid by registered or certified mail, requesting return receipt, or (iii) upon delivery by a nationally recognized overnight delivery service, addressed as follows:

Branch Banking and Trust Company
P. O. Box 200 Wilson, North Carolina 27894 Attn.: Merchant Services Division
Manager

If to Merchant:

[last known address in Bank's records]

Any party may change the address to which subsequent notices are to be sent by notice to the other given as aforesaid.

5.22 Waivers. The failure of any party at any time to require performance of any provision hereof will not affect the right of such party at a later time to enforce this Agreement. No waiver of any condition, or of the breach of any term contained in this Agreement in one or more instances, shall be deemed to be or construed as a further or continuing waiver of such condition or breach, or a waiver of any other condition or of the breach of any other term of this Agreement.

5.23 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which shall constitute one and the same instrument.

5.24 Assignment. This Agreement may not be assigned or transferred by operation of law or otherwise by Merchant without the prior written consent of Bank, not to be unreasonably withheld.

5.25 Governing Law. This Agreement and the Account shall be governed by the laws of the State of Georgia without regard to its conflict of laws principles. Venue for any action or dispute arising in contract shall be proper in Superior Court of Fulton County, Georgia.

5.26 Captions. Captions in this Agreement are for convenience of reference only and are not to be considered as defining or limiting in any way the scope or intent of the provisions of this Agreement.

5.27 Entire Agreement. This Agreement, together with the Schedules attached hereto, supersedes any other agreement, whether written or oral, that may have been made or entered into by any party (or by any officer or officers of any party) relating to the matters covered herein and constitutes the entire Agreement of the parties hereto.

5.28 E-Verify. Bank confirms compliance with E-Verify Contractor Requirements Georgia law, O.C.G.A. § 13-10-91.

VI. Terms of Equipment and Ancillary Service Plans

6.1 Equipment Management Service (EMS). An optional, fee-based monthly service plan that provides

replacement for a credit Card terminal, printer or PIN pad which becomes inoperative due to mechanical failure covered through the service. Upon receipt of the replacement device, Merchant is responsible for packaging the failed unit(s) and following the instructions provided for its proper return. The Merchant will be charged for unreturned equipment after 30 days. EMS is subject to the following conditions: Equipment damaged as the result of abuse, power surges, physical damage such as that due to fire, water, or acts of God may not be eligible for replacement or may be subject to additional fees. In addition, equipment deemed obsolete by the device manufacturer is not covered. If it is determined a failure occurred outside of normal wear and tear, additional repair charges may apply.

6.2 Per Incident Replacement Service. For a fee, on a per incident basis, Merchant will be provided a replacement for a failed device. The fee will be determined as agreed to in the Merchant's Pricing Offer Letter or at the current per incident fee as disclosed by Bank or Bank's representative prior to replacement order. Upon receipt of the replacement device, Merchant is responsible for packaging the failed unit(s) and following the instructions provided for its proper return. The Merchant will be charged for unreturned equipment after 30 days. Per Incident Replacement Service is subject to the following conditions: Equipment damaged as the result of abuse, power surges, physical damage such as that due to fire, water, or acts of God may not be eligible for replacement or may be subject to additional fees. In addition, equipment deemed obsolete by the device manufacturer is not covered. If it is determined a failure occurred outside of normal wear and tear, additional repair charges may apply.

6.3 Supply Replenishment. Merchant has option to procure supplies through Bank's supplier on an as needed basis by calling 1-877-672-4228 or through a supplier of its own choosing. Merchant may be charged for supplies and applicable shipping and handling fees when ordered through Bank's supplier.

6.4 Third-Party Hardware Lease Agreements. Lease and rental agreements are written and executed directly between the Merchant and the lease company. Bank is not a party to the lease agreement and can not effect changes to the terms of the agreement. All lease agreements are billed and managed by the third-party lease company. All lease related servicing questions and issues must be directed to the lease company.

EMS (Equipment Management Service) is included in executed lease agreements and is included in the lease payment. EMS is subject to the following terms: Merchant will be provided replacement of a device which becomes inoperative due to mechanical failure. Upon receipt of the replacement device, Merchant is responsible for packaging the failed unit(s) and following the instructions provided for its proper return. The Merchant will be charged for unreturned equipment after 30 days. EMS is subject to the following conditions: Equipment damaged as the result of abuse, power surges, physical damage such as that due to fire, water or acts of God may not be eligible for replacement or may be subject to additional fees. In addition, equipment deemed obsolete by the device manufacturer is not covered. If it is determined a failure occurred outside of normal wear and tear, additional repair charges may apply.

6.5 Compliance with O.C.G.A. § 50-5-85. Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Contract not to engage in, a boycott of Israel, in compliance with and as defined in O.C.G.A. § 50-5-85. In interpreting Contractor's compliance with this provision, the Parties agree that O.C.G.A. § 50-5-85 shall not be construed to impose obligations or limitations beyond those in applicable federal law and regulations, including 15 C.F.R. Part 760, on the Contractor.

6.6 Independent Contractor; Third Party Beneficiaries. The parties are independent contractors. Neither party shall have any authority to bind the other. This MSA and any Addenda are entered into solely for the benefit of Bank and Merchant and will not confer any rights upon any person not expressly

a party to this MSA or any Addenda, including consumers. Bank may subcontract with others to provide Services.

VII. Special Terms related to Merchant's Hardware and Software

7.1 Obsolete Equipment/End-of-Life Product Notices. From time to time, Bank is made aware that certain credit Card processing hardware has been deemed obsolete by its manufacturer and that the manufacturer will no longer provide technical support and/or will no longer supply parts or components needed for repair or replacement of existing devices currently in use. Generally, such parts and components may be available for some time period however; Bank can neither pre-determine nor control the future availability of the obsolete parts or components. When Bank is made aware of obsolete equipment or end-of-life product notices, it will use best efforts to communicate such notices to Merchant, if applicable, and to provide alternative equipment purchase options so that Merchant may take action to prevent potential, extended disruptions in its ability to accept credit Card payments. Bank will not, and is in no way obligated to, provide free replacement of obsolete equipment.

7.2 Software/Application Upgrades. Software applications contained within Merchant's credit Card terminal may on occasion require updates or upgrades in order to remain compliant with Federal, state or local legislation; Payment Network mandates and/or Bank's policies. Bank will use reasonable efforts to identify required updates and notify Merchant, if applicable, in writing and/or by phone, when updates are required and will provide instructions for conducting the update/upgrade. Most software application updates require the terminal to be downloaded with new programming and in most cases, the download must be performed by a specified date. The new programming may change the way the Merchant enters credit Card Transactions, with additional or different prompts. The Merchant should review and use all materials provided, such as terminal overlay Cards and quick reference guides to ensure correct Transaction processing. The Merchant must cooperate with Bank in conducting the updates in a timely manner. Failure to complete the updates/upgrades may subject Merchant to Federal, state, and or local fines and penalties; Payment Network fines or penalties; increased interchange Transaction costs and fees and/or possible termination of Merchant's credit Card acceptance privileges.

7.3 Third Party Providers and/or Software Applications. Upon Bank approval, Merchant may be allowed to accept credit Card payments utilizing Third Party Providers (TPPs), Data Storage Entities (DSEs), and Personal Computer (PC) or Electronic Cash Register (ECR) software applications. In addition, upon Bank approval, Merchant may be allowed to use Internet payment gateway service providers. The Merchant must notify Bank of its intent to use any third party software or service provider and such provider must be approved by Bank prior to initiating Transactions through any Third Party Provider. The TPP, DSE or software application provider must be certified as compliant with the Payment Card Industry (PCI) Data Security standards. Upon its approval of the provider, Bank will provide Merchant the data parameters necessary to initiate Card processing using Bank's processing platform(s). The Merchant must notify Bank in writing and with reasonable advance notice of any changes to the third party's application including new version releases as these changes may impact Merchant's ability to successfully process Transactions. Furthermore, Bank is not responsible for issues related to interchange, product pricing, or technical assistance for Merchants using third party software applications. On occasion, updates may be required to the data parameters within the third-party software in order for the Merchant to remain compliant with Federal, state or local legislation; Payment Network mandates and/or Bank's policies. In most cases, the updates must be performed by a specified date. It is the Merchant's responsibility to coordinate the changes with their third-party provider in a

timely manner. Bank will not, and is in no way obligated to, cover any costs associated with making the required changes. Failure to complete the updates may subject Merchant to Federal, state, and or local fines and penalties; Payment Network fines or penalties; increased interchange Transaction costs and fees and/or possible termination of Merchant's credit Card acceptance privileges.

7.4 Bank Reseller of Products to Merchant. From time to time, Bank may offer certain software, payment gateways, virtual point of sale solutions, and other payment processing products ("Third Party Products") to Merchant that are owned and/or marketed by third parties ("Third Party Providers"). In offering such products, Bank is acting solely as a reseller of such Third Party Products. Bank does not endorse Third Party Products. Merchant must make its own determination as to whether to purchase such Third Party Products based on its own business needs. Bank is not authorized to bind Third Party Providers in connection with the sale of Third Party Products. Merchant's rights with respect to such Third Party Products may be specified in an agreement for such Third Party Products made available from the Third Party Provider. In such case, Merchant must accept such agreement from such Third Party Provider if it desires to use the Third Party Products. Bank expressly disclaims all representations and warranties in connection with Third Party Products, whether express or implied, including implied warranties of fitness for a particular purpose, Merchantability and freedom from infringement. If Merchant purchases Third Party Products, Merchant's sole recourse with respect to any claim that may arise in connection with or otherwise relate to the Third Party Products shall be with the Third Party Provider, and Merchant agrees that Bank shall not be liable for any such claims, whether at law or in equity. If Merchant elects to use Third Party Products, Merchant agrees that it shall use only the most recent version of such Third Party Product available to it, and will promptly upgrade to a newer version upon such newer version becoming available.

In addition, in connection with the use of any such Third Party Products, Merchant agrees to configure security settings as required by current PCI standards. Without limiting the foregoing, Merchant agrees to maintain and enforce a written password management policy that supports a high level of security for accounts used to access such Third Party Product. The policy shall include requirements for account lockout and password length, complexity and expiration that follow industry best practices. To the extent that any account used includes the receipt by a user of a temporary password, or in any case where Contractor resets a user's password, the user shall immediately change such temporary password or reset password to a new password. Merchant agrees to not write down, store or transmit the password portion of any account in clear text used for access to software that may be part of any Third Party Product. Merchant passwords also shall be resistant to "brute force" attacks, such as automated password-cracking programs. Merchant agrees that it shall immediately change any passwords if compromised by any third party in any way.

VIII. Special Debit Card Provisions

8.1 Definitions Applicable to Debit Transactions.

(a) Debit Card - The term "Debit Card," as used in this Agreement, shall mean an on-line debit, direct debit, or ATM Card that has been issued by an Issuer together with a special code referred to as a Personal Identification Number (PIN) to access customer's account, or any combination thereof, that may be used by the customer for the purpose of effecting a Transaction; in accordance with the Rules.

(b) Cashback - A purchase for more than the amount of goods or services, with the Cardholder receiving the difference in cash.

(c) Chained Transactions - Multiple Transactions that occur without the re-entry of the Debit Card and/or PIN.

(d) **Demand Deposit Account** - A deposit account established in Merchant's name with Bank, which is used for settlement of Merchant's Debit Card Transactions.

(e) **PIN (Personal Identification Number)** - The term "PIN," as used in this Agreement, shall mean a four (4) to twelve (12) character alpha-numeric code, issued to or selected by the Cardholder, that must be utilized by the Cardholder, as identification, with a Debit Card to initiate a Transaction.

(f) **PIN Pad** - A device that enables the Cardholder to enter a PIN at a Terminal.

(g) **Point-Of-Sale Network** - An electronic data organization or system with whom an agreement has been entered wherein Bank will sponsor the Merchant and Terminal(s) located on the Merchant's premises and will allow the customer to access the terminal using the access device.

(h) **Terminal** - A point-of-sale device, either manned or unmanned, that permits a Cardholder to initiate and effect a Transaction.

(i) **Transaction** - An electronic message interchanged between Members, that results in the exchange of financial information which identify both the Debit Card and Merchant.

(j) **Service Mark** - Distinctive mark or marks owned or controlled by the Point-Of-Sale network(s) that identify the Network.

8.2 Display of Service Marks. The Merchant shall adequately display all Service Marks, for Debit Cards accepted, on signs or decals at or near qualifying Terminals solely to inform the public that the Debit Cards accepted under this Agreement will be honored at the Merchant's place of business. The Merchant shall ensure that all Service Marks honored will be printed in a size whose surface area is no smaller than the size of the largest Service Marks of any other shared point-of-sale networks displayed on such sign or decal.

All displays of Service Marks by Merchants by way of decals, signs, printed and broadcast materials or otherwise, must comply with the current graphic standards and effective Rules and regulations.

The Merchant may not refer to the Service Marks in stating eligibility for its products, services, or membership; or that such Service Marks are owned by the Merchant.

Upon termination of Agreement for any reason, the Merchant shall immediately cease to display all Service Marks, shall not in any way use the Service Marks, and shall promptly either return to Bank or destroy any materials displaying the Service Marks.

8.3 Completion of Transaction. The Merchant shall not complete a Debit Card Transaction that it knows or should have known to be fraudulent or not authorized by the Cardholder. Within the scope of this requirement, the Merchant shall be responsible for the actions of its employees while acting in its employ. If Bank believes in good faith, that Merchant has presented for processing any Transaction that was not originated as the result of direct Transaction between Merchant and Cardholder, Bank is authorized to delay crediting of Merchant's deposit account with, or otherwise paying Merchant, the amount(s) involved until it has finally determined to its complete satisfaction that the subject Transaction was properly originated.

8.4 Receipt Requirements. Upon completion of any authorized Debit Card Transaction, the Merchant must make available to the Cardholder a receipt that complies fully with all applicable state and Federal laws and regulations, including, but not limited to, Regulation E, and includes, but not limited to, the

following information: (i) Transaction Amount, (ii) Transaction Date, (iii) Transaction Type (e.g., payment from Primary Account), (iv) Account Type (e.g., checking, savings, etc.), (v) Card Account Number, (vi) Location of the POS device at which the Transaction was initiated, (vii) Trace Number, (viii) Transaction Time, if the POS device has the capability. Merchant understands and agrees that if the receipt is electronically printed, the receipt must reflect only the last four digits of the Cardholder account number and preceding digits must be pre-filled by an "X", "*" or "#". Example: Cardholder Account Number: *****1234

8.5 Terminal Requirements. The Merchant shall have at the point-of-sale where Debit Cards are accepted, an operating Track 2 Magnetic Stripe Reader that meets the requirements set forth in these Rules.

The Merchant shall have at the point-of-sale where Debit Cards are accepted, an operating PIN Pad with an alpha-numeric keyboard that meets the requirements set forth in these Rules. The PIN Pad must allow the entry of Personal Identification Numbers (PINs) having from four (4) to twelve (12) characters. The Merchant shall require that the Cardholder enter his/her PIN at the point-of-sale when initiating a Debit Card Transaction. The Merchant may not require or request the Cardholder's signature or any other means of verifying the Cardholder's identity unless technical problems have prevented the Cardholder from entering his PIN.

A display is required to enable the Cardholder to view data either entered into the Terminal or received in a response to a Transaction. The PIN keyed in by the Cardholder must not be displayed.

Bank must provide an appropriate message to the Cardholder in any instance where the attempted Transaction was rejected. In those instances where a specific reason cannot be provided for the rejection, the message shall refer the Cardholder to the Issuer.

The Merchant shall take all reasonable actions necessary to ensure that all Terminals and PIN Pads operated at their premises are available for use by Cardholders during normal business hours and that the Terminals and PIN Pads are utilized in compliance with the Rules and regulations.

Bank shall ensure that Terminals adhere to the timeout requirements. Terminals must wait a reasonable time from the sending of an Authorization Request for a response before timing out the Transaction. This reasonable time must account for Switch timers as well as the time necessary to deliver the Authorization Request to the Terminal.

8.6 Reversal/Void. A Debit Card Transaction may be reversed or voided electronically, but only if such Reversal/Void is entered prior to midnight of the calendar day on which the original Transaction was initiated. To effect a void or reversal, the Cardholder must re-enter his PIN, the Debit Card must be read by the Magnetic Stripe Reader and the Merchant must transmit the Trace Number and exact dollar amount of the Debit Card Transaction to be reversed or voided. A reversal or void must be initiated at the same Merchant identified on the receipt at which the original Transaction was initiated but need not be initiated at the same terminal.

8.7 Cashback Transactions. Merchants that allow Cardholders to initiate Cashback Transactions shall transmit in its Transaction message to the point-of-sale network, for each Cashback Transaction initiated at the Merchant's location, the amount of cash given to the Cardholder pursuant to the Debit Card Transaction.

If the Merchant receives, in response to a request for authorization for a Cashback Transaction that involves the purchase of goods and/or services, a denial code indicating that a Cashback Transaction has been denied solely because the cashback portion of the Transaction would cause the Cardholder to exceed a limit on cash withdrawals imposed on the Cardholder by the Card Issuer Member, shall inform the Cardholder that the Transaction was denied because it would cause the Cardholder to exceed such

limit on cash withdrawal, but that a new Transaction in the amount of the purchase alone may be approved.

8.8 Warranties. Merchant will honor any valid Debit Card properly tendered for use. By presentation of a Debit Card Transaction of an electronic deposit to Bank, Merchant warrants that the goods or services described thereon were in fact timely delivered to the Cardholder, or to the Cardholder's designee or authorized user or to a location so prescribed; and Merchant warrants that the goods delivered or services performed in accordance with any agreement or understanding between Merchant and Cardholder, including, but not limited to the fact that such services rendered were adequate and satisfactory to Cardholder and to the fact that any goods furnished and delivered were of the correct quantity, quality, color, size or other agreed upon descriptive or quality requirement.

8.9 PIN-Less Transactions. Debit Card Transactions not containing a PIN are prohibited by the point-of-sale networks.

8.10 Chained Transactions. Merchants are prohibited from performing Chained Transactions unless the Debit Card is retained by the Terminal from initial insertion until after the final Transaction has been initiated, or unless a separate PIN entry is made for each Transaction.

8.11 Non-Card Swiped Transactions. If the Merchant's magnetic stripe reader is disabled or the stripe on the customer's Debit Card is unreadable, manual entry of the Debit Card's account number is allowed as a fallback procedure only. The Cardholder and the Card must be physically present at the location at the time of the Transaction, and the Cardholder must enter a PIN to effect the Transaction. The Card Issuer may deny these Transactions as a result of missing data. Transactions authorized via the manual entry of the Debit Card's account number that are subsequently found to be fraudulent are the liability of the Merchant.

8.12 Unsatisfactory Performance. The appropriate point-of-sale network shall notify the Acquirer if at any time it is determined that incidence of complaints regarding a Merchant is unsatisfactory. Such areas of non-compliance include: (i) Transactions were not made as indicated on the records furnished by the Merchant; (ii) Transactions were in amounts that differ from those indicated on such records; (iii) Transactions were fraudulent; or (iv) The number of Reversals is excessive. If any of these allegations are determined by the appropriate point-of-sale network to be in excess of a level satisfactory to the point-of-sale network, that point-of-sale network may upon written notice, require action to eliminate such deficiencies or require the Acquirer to suspend or entirely discontinue operations of any Merchant.

8.13 Confidentiality and Security. The Merchant shall not disclose, sell, purchase, provide, or exchange account number information in the form of Transaction Receipts, carbon copies of Transaction Receipts, mailing lists, tapes, or other media obtained by reason of a Transaction to any third party other than to the Merchant's agents for the purpose of assisting the Merchant in its business, to its Acquiring Bank, to the appropriate point-of-sale network, or pursuant to a government request.

8.14 Purchase Amounts. The Merchant shall not establish minimum or maximum purchase amounts as a condition of honoring Debit Cards.

8.15 Surcharges. The Merchant shall not require any Cardholder to pay any part of the Merchant's Processing Fee(s), whether through an increase in the price of the goods or services being paid or otherwise, or to pay any contemporaneous Finance Charge or surcharge in connection with any

Transaction in which a Debit Card is used.

8.16 Record Retention. Merchants must maintain a copy of each Debit Card Transaction for a minimum of three (3) years or such longer period may be required by applicable Federal, state, or local law, rule, or regulation. Merchants must be able to produce a legible copy of the Debit Card Transaction upon request.

8.17 Return of Cards. Cards that are inadvertently left at a Merchant location may be returned to the Cardholder by the Merchant on the same day if the Cardholder provides positive identification. If the Card is not claimed by the Cardholder by the close of the next Business Day, the Card(s) are to be destroyed.

The Merchant must select one of the following Card acceptance categories:

- **Accept all MasterCard, Visa and Discover Network Cards including consumer credit and debit, and commercial Cards.**
- **Limited Acceptance. Accept MasterCard, Visa and Discover Network consumer credit and commercial Cards only.** Merchants choosing this option must accept all MasterCard, Visa and Discover Network credit and commercial products including MasterCard or Visa business check Cards.
- **Limited Acceptance. Accept MasterCard, Visa and Discover Network consumer debit Cards only.** Merchants choosing this option must accept all MasterCard, Visa and Discover Network consumer debit Card products, which will be identified with the word "DEBIT" printed on the front of the Card.

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